

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4	Page 1 of 110
2. Contract No.		3. Solicitation No. W56HZV-07-R-0310		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2007MAY13	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By U.S. ARMY TACOM LCMC AMSTA-AQ-AHPB WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL			Code W56HZV	8. Address Offer To (If Other Than Item 7) US ARMY TACOM ACQUISITION CENTER E-MAIL ATTN: AMSTA-AQ-DE / BID OPENING WARREN, MI 48397-5000 E-MAIL: OFFERS@TACOM.ARMY.MIL		

SOLICITATION NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed **copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in** SEE SOLICITATION **until** 01:00pm **(hour) local time** 2007JUN13 **(Date).**

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name DEBORAH ROTH E-mail address: DEBORAH.ROTH@US.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (586)574-8055
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ **calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:	Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)
15B. Telephone Number (Include Area Code)	15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer	17. Signature	18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item
24. Administered By (If other than Item 7)	Code	25. Payment Will Be Made By	
SCD	PAS	ADP PT	
26. Name of Contracting Officer (Type or Print)		27. United States Of America _____ /SIGNED/ (Signature of Contracting Officer)	28. Award Date

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-07-R-0310 MOD/AMD</p>	<p style="text-align: center;">Page 2 of 110</p>
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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

EXECUTIVE SUMMARY
M109A6 Paladin PDFCS Hardware and Components
Indefinite Delivery/Indefinite Quantity Contract

1. Introduction: The US Army TACOM Life Cycle Management Command is soliciting proposals for the Paladin Digital Fire Control System (PDFCS) hardware and components to replace the obsolete AFCS on the M109A6 Paladin. Hardware must meet the performance specification as called out in the scope of work (SOW) in Section C. Award is anticipated by July 23, 2007.

This acquisition is being issued under the authority of the Federal Acquisition Regulation (FAR) Part 15, which involves policies and procedures governing competitive negotiated acquisitions resulting in a selection of the proposal that represents the best value to the Government.

2. Contract Overview: This RFP will result in a single Indefinite Delivery Indefinite Quantity (IDIQ) contract award covering a five year period with a minimum and a maximum quantity for the entire contract. Delivery Orders under this contract will be firm fixed price.

PLEASE READ SECTION B CAREFULLY FOR EXPLANATION OF CLIN STRUCTURE AND MINIMUM AND MAXIMUM AMOUNTS

3. Basis of Award: A single contract award is anticipated using source selection (best value) procedures. The evaluation criteria/evaluation factors will consist of three factors: past performance, price and small business participation. The Past Performance Factor is most important and is slightly more important than Price and Price is more important than small business participation. Award will be made to the responsible Offeror whose proposal represents the best value to the Government. This may not be the Offeror with the lowest price.

PLEASE READ SECTIONS L AND M CAREFULLY SO YOU UNDERSTAND WHAT IS TO BE SUBMITTED AND WHEN AND HOW IT WILL BE EVALUATED.

4. Past Performance: The RFP also includes a past performance questionnaire that Offerors and their significant subcontractors are required to send to customers and to the Government on relevant contracts identified in the Offerors past performance proposal. See Section L for more details.

5. No Discussions Anticipated: The Government intends to award this contract without holding discussions. Thus, each Offeror must be careful to include any and all information requested in the solicitation at time of submittal to avoid being determined nonresponsive to this request for proposal. However, the Government reserves the right to hold discussions should it deem them to be in its best interest in determining the best value proposal.

6. Requirements: Section C, Statement of Work, requirements include equipment and system interchangeability, software compatibility, qualification testing, and First Article Test procedures. A list of all applicable reports are included in the SOW. The First Article Test (FAT) clins are listed at the end of Section B.

7. Order of Precedence: In the event of any inconsistency between the Executive Summary and the provisions of the solicitation, the provisions of the solicitation take precedence.

8. Contract Administration: Please retrieve all documents from the TACOM LCMC website: <http://contracting.tacom.army.mil> . All other websites do not contain a complete list of documents for your review. All applicable drawings listed at C.3.3.1 are available on CDROM. Please contact Deborah Roth, deborah.roth@us.army.mil for ordering instructions. The Government will post any amendments to the solicitation at this site. Offerors are responsible to periodically review and monitor the web site to ensure they have the most current information for this solicitation.

9. Availability of Funds: Funds are not currently available for this procurement.

*** END OF NARRATIVE A 0002 ***

Acknowledge all the amendments you've received from us by identifying the amendment number and its issue date in the box below:

:	:	:
:	<u>Amendment Number</u>	<u>Date</u>
:	:	:
:	:	:

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[End of Clause]

Regulatory Cite	Title	Date
A-1 52.201-4000 (TACOM)	TACOM-WARREN OMBUDSPERSON	JAN/2006

Information regarding the TACOM-Warren Ombudsperson is located at the website <http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Clause]

A-2 52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	SEP/2006
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(a) All TACOM solicitations and awards are distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) Unless otherwise authorized in this solicitation, you are required to submit your offer, bid, or quote electronically, normally via email or datafax. For detailed information about submitting your offer electronically, please see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.

(1) The proper TACOM addresses for offer submission are:

(i) RFQs: Email your quote to the contract specialist's email address found on the RFQ cover sheet or the DD Form 1155.

(ii) RFP and Sealed Bidding: Email your offer to: offers@tacom.army.mil If you datafax your proposal/bid, address your header to: offers@tacom.army.mil and fax to the TACOM Network fax Server at datafax number 1-586-574-5527.

(2) When datafaxing or emailing an offer, the submitted file cannot exceed 7 megabytes. Clearly state Quote, Offer, or Bid on your fax cover page or on the subject line of the e-mail. Use only one of the terms Quotation, Offer, or Bid depending on the solicitation type. Include your company name and annotate the proper internal TACOM address for proper internal routing.

(3) Authentication for datafax submission is verified by the offeror returned address. Quotes, Bids, or Offers may be sent via datafax using a personal computer or a standalone datafax machine. If you are submitting a datafax, a confirmation of receipt for TACOM-Warren will not be sent.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil. If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center Website at <http://www.aptac->

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Name of Offeror or Contractor:

us.org/new/ to find a location near you.

[End of Clause]

A-3 52.214-4003 ALL OR NONE MAR/1998
(TACOM)

Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation.

- (1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.
- (2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION ARE INELIGIBLE FOR AWARD.

[End of clause]

*** END OF NARRATIVE A 0001 ***

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>SUPPLIES OR SERVICES AND PRICES/COSTS:</p> <p>IN THE SIX DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST DIGIT DIGIT SIGNIFIES THE APPLICABLE ORDERING YEAR AND THE LAST THREE DIGITS SIGNIFY THE ITEM, i.e., CLIN 1001AA IS FOR THE FIRST ORDERING YEAR - FIRST ITEM, CLIN 2001AA IS FOR THE SECOND ORDERING YEAR- FIRST ITEM, CLIN 3001AA IS FOR THE THIRD ORDERING YEAR - FIRST ITEM, ETC. THE FINAL LINE ITEM(S) ASSOCIATED WITH EACH PART, SUCH AS FAT, TECHNICAL MANUALS, SERVICES, OR TRAINING, WILL BECOME THE LAST ITEM NUMBER IN NUMERICAL SEQUENCE FOR EACH ITEM, e.g. 6001AA (5 YEAR LONG TERM CONTRACT) OR 4001AA (3 YEAR LONG TERM CONTRACT). IF MORE THAN ONE ITEM IS BEING PROCURED, THE NUMBERS WILL BE 6002AA OR 4002AA DEPENDING ON THE LENGTH OF THE LONG TERM CONTRACT.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p><u>FIRST ORDERING YEAR</u> OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p><u>SECOND ORDERING YEAR</u> OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p><u>THIRD ORDERING YEAR</u> OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD.</p> <p><u>FOURTH ORDERING YEAR</u> OF THE CONTRACT IS 1,095 DAYS THROUGH 1,459 DAYS AFTER CONTRACT AWARD.</p> <p><u>FIFTH ORDERING YEAR</u> OF THE CONTRACT IS 1,460 DAYS THROUGH 1,824 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING YEAR.</p> <hr/> <p>The information presented below applies to Items No. 1001AA-1006AA Through 5001AA-5006AA:</p> <p>Minimum 5 Year Quantity: 100 EACH</p> <p>Maximum 5 Year Quantity: 1000 EACH</p> <p>Items No. 1007AA-1011AA Through 5007AA-5011AA</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Minimum 5 Year Quantity: 5 EACH</p> <p>Maximum 5 Year Quantity: 400 EACH</p> <p>ONLY THE MINIMUM 5 YEAR QUANTITY IS GUARANTEED.</p> <p>***** CAUTION: OFFERORS MUST SUBMIT OFFERS ELECTRONICALLY IN ACCORDANCE WITH DIRECTIONS IN THE TACOM-WARREN PROCUREMENT NETWORK WEBPAGE AT:</p> <p>HTTP://CONTRACTING.TACOM.ARMY.MIL/EBIDNOTICE.HTM</p> <p>ALL OFFERS MUST INCLUDE A SIGNED SF33/SF1449 COVER SHEET.</p> <p>RESPONSES TO REQUEST FOR PROPOSALS (RFPS) ARE SENT TO OFFERS@TACOM.ARMY.MIL. SEE DIRECTIONS IN THIS WEBPAGE FOR ACCEPTABLE ELECTRONIC FORMATS AND ACCEPTABLE MEDIA. *****</p> <p>(End of narrative A001)</p>				
1001	<p>FSCM: 19200</p> <p>PART NR: 12999082</p> <p>SECURITY CLASS: Unclassified</p> <p>THIS PART NUMBER IS SOURCE CONTROLLED TO NORTHROP GRUMMAN MISSION SYSTEMS, CAGE CODE 0J198,OR DRS TACTICAL SYSTEMS, CAGE CODE 1RWE7.</p> <p>(End of narrative A002)</p>				
1001AA	<p><u>FIRST ORDERING YEAR</u></p> <p>NOUN: PALADIN DISPLY UNIT</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR</p>	EST 140	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	<p>TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>FSCM: 19200 PART NR: 12999083 SECURITY CLASS: Unclassified</p>				
1002AA	<p><u>FIRST ORDERING YEAR</u></p> <p>NOUN: PALADIN DIGITAL COMPUTER UNIT</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	EST 140	EA	\$ _____	\$ _____
1003	<p>FSCM: 19200 PART NR: 12999084 SECURITY CLASS: Unclassified</p>				
1003AA	<p><u>FIRST ORDERING YEAR</u></p> <p>NOUN: KEYPAD UNIT</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u></p>	EST 140	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	INSPECTION: Origin ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.				
1004	FSCM: 19200 PART NR: 12999085 SECURITY CLASS: Unclassified				
1004AA	<u>FIRST ORDERING YEAR</u> NOUN: POWER CONDITIONING UNIT-2 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	EST 140	EA	\$ _____	\$ _____
1005	FSCM: 19200 PART NR: 12999104 SECURITY CLASS: Unclassified				
1005AA	<u>FIRST ORDERING YEAR</u> NOUN: DOPPLER RADAR ANTENNA <u>Packaging and Marking</u>	EST 140	EA	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006	PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. FSCM: 19200 PART NR: 12999122 SECURITY CLASS: Unclassified KIT DOES NOT INCLUDE P/N 12999082,12999083,12999084, 12999085, AND 12999104 <div style="text-align: center;">(End of narrative A001)</div>				
1006AA	<u>FIRST ORDERING YEAR</u> NOUN: MODIFICATION KIT, PDFCS <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	EST 140	EA	\$ _____	\$ _____
1007	FSCM: 19200				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007AA	PART NR: 12999106 SECURITY CLASS: Unclassified <u>FIRST ORDERING YEAR</u> NOUN: KIT, PDCU W/CONTAINER <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	EST 80	EA	\$ _____	\$ _____
1008	FSCM: 19200 PART NR: 12999108 SECURITY CLASS: Unclassified				
1008AA	<u>FIRST ORDERING YEAR</u> NOUN: KIT, PCU W/CONTAINER <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR	EST 80	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	ITEMS REQUIRED UNDER THIS REQUISITION.				
1009	FSCM: 19200 PART NR: 12999110 SECURITY CLASS: Unclassified				
1009AA	<u>FIRST ORDERING YEAR</u> NOUN: KIT, PDU W/CONTAINER <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	EST 80	EA	\$ _____	\$ _____
1010	FSCM: 19200 PART NR: 12999112 SECURITY CLASS: Unclassified				
1010AA	<u>FIRST ORDERING YEAR</u> NOUN: KIT, KEYPAD UNIT W/CONTAINER <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination	EST 80	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.				
1011	FSCM: 19200 PART NR: 12999115 SECURITY CLASS: Unclassified				
1011AA	<u>FIRST ORDERING YEAR</u> NOUN: KIT, PMVS ANTENNA W/CONTAINER <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	EST 80	EA	\$ _____	\$ _____
2001	FSCM: 19200 PART NR: 12999082 SECURITY CLASS: Unclassified				
2001AA	<u>SECOND ORDERING YEAR</u> NOUN: PALADIN DISPLY UNIT <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS:	EST 217	EA	\$ _____	\$ _____

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	SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.				
2002	FSCM: 19200 PART NR: 12999083 SECURITY CLASS: Unclassified				
2002AA	<u>SECOND ORDERING YEAR</u> NOUN: PALADIN DIGITAL COMPUTER UNIT <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	EST 217	EA	\$ _____	\$ _____
2003	FSCM: 19200 PART NR: 12999084 SECURITY CLASS: Unclassified				
2003AA	<u>SECOND ORDERING YEAR</u>	EST 217	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NOUN: KEYPAD UNIT</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>				
2004	<p>FSCM: 19200 PART NR: 12999085 SECURITY CLASS: Unclassified</p>				
2004AA	<p><u>SECOND ORDERING YEAR</u></p> <p>NOUN: POWER CONDITIONING UNIT</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	EST 217	EA	\$ _____	\$ _____
2005	<p>FSCM: 19200</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005AA	PART NR: 12999104 SECURITY CLASS: Unclassified <u>SECOND ORDERING YEAR</u> NOUN: DOPPLER RADAR ANTENNA <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	EST 217	EA	\$ _____	\$ _____
2006	FSCM: 19200 PART NR: 12999122 SECURITY CLASS: Unclassified KIT DOES NOT INCLUDE P/N 12999082,12999083,12999084, 12999085, AND 12999104 (End of narrative A001)				
2006AA	<u>SECOND ORDERING YEAR</u> NOUN: MODIFICATION KIT, PDFCS <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination	EST 217	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007	FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. FSCM: 19200 PART NR: 12999106 SECURITY CLASS: Unclassified				
2007AA	<u>SECOND ORDERING YEAR</u> NOUN: KIT, PDCU W/CONTAINER <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	EST 80	EA	\$ _____	\$ _____
2008	FSCM: 19200 PART NR: 12999108 SECURITY CLASS: Unclassified				
2008AA	<u>SECOND ORDERING YEAR</u> NOUN: KIT, PCU W/CONTAINER <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE	EST 80	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.				
2009	FSCM: 19200 PART NR: 12999110 SECURITY CLASS: Unclassified				
2009AA	<u>SECOND ORDERING YEAR</u> NOUN: KIT, PDU W/CONTAINER <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	EST 80	EA	\$ _____	\$ _____
2010	FSCM: 19200 PART NR: 12999112 SECURITY CLASS: Unclassified				
2010AA	<u>SECOND ORDERING YEAR</u>	EST 80	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NOUN: KIT, KEYPAD UNIT W/CONTAINER</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>				
2011	<p>FSCM: 19200 PART NR: 12999104 SECURITY CLASS: Unclassified</p>				
2011AA	<p><u>SECOND ORDERING YEAR</u></p> <p>NOUN: DOPPLER RADAR ANTENNA</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	EST 80	EA	\$ _____	\$ _____
3001	<p>FSCM: 19200 PART NR: 12999082</p>				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AA	SECURITY CLASS: Unclassified <u>THIRD ORDERING YEAR</u> NOUN: PALADIN DISPLY UNIT <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	EST 254	EA	\$ _____	\$ _____
3002	FSCM: 19200 PART NR: 12999083 SECURITY CLASS: Unclassified				
3002AA	<u>THIRD ORDERING YEAR</u> NOUN: PALADIN DIGITAL COMPUTER UNIT <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS	EST 254	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003	REQUISITION. FSCM: 19200 PART NR: 12999084 SECURITY CLASS: Unclassified				
3003AA	<u>THIRD ORDERING YEAR</u> NOUN: KEYPAD UNIT <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	EST 254	EA	\$ _____	\$ _____
3004	FSCM: 19200 PART NR: 12999085 SECURITY CLASS: Unclassified				
3004AA	<u>THIRD ORDERING YEAR</u> NOUN: POWER CONDITIONING UNIT <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination	EST 254	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005	FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. FSCM: 19200 PART NR: 12999104 SECURITY CLASS: Unclassified				
3005AA	<u>THIRD ORDERING YEAR</u> NOUN: DOPPLER RADAR ANTENNA <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	EST 254	EA	\$ _____	\$ _____
3006	FSCM: 19200 PART NR: 12999122 SECURITY CLASS: Unclassified KIT DOES NOT INCLUDE P/N 12999082,12999083,12999084, 12999085, AND 12999104 (End of narrative A001)				
3006AA	<u>THIRD ORDERING YEAR</u> NOUN: MODIFICATION KIT, PDFCS	EST 254	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.				
3007	FSCM: 19200 PART NR: 12999106 SECURITY CLASS: Unclassified				
3007AA	<u>THIRD ORDERING YEAR</u> NOUN: KIT, PDCU W/CONTAINER <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	EST 80	EA	\$ _____	\$ _____
3008	FSCM: 19200 PART NR: 12999108 SECURITY CLASS: Unclassified				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008AA	<p><u>THIRD ORDERING YEAR</u></p> <p>EST 80</p> <p>EA</p> <p>\$ _____</p> <p>\$ _____</p> <p>NOUN: KIT, PCU W/CONTAINER</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>				
3009	<p>FSCM: 19200 PART NR: 12999110 SECURITY CLASS: Unclassified</p>				
3009AA	<p><u>THIRD ORDERING YEAR</u></p> <p>EST 80</p> <p>EA</p> <p>\$ _____</p> <p>\$ _____</p> <p>NOUN: KIT, PDU W/CONTAINER</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3010	FSCM: 19200 PART NR: 12999112 SECURITY CLASS: Unclassified				
3010AA	<u>THIRD ORDERING YEAR</u> NOUN: KIT, KEYPAD UNIT W/CONTAINER <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	EST 80	EA	\$ _____	\$ _____
3011	FSCM: 19200 PART NR: 12999115 SECURITY CLASS: Unclassified				
3011AA	<u>THIRD ORDERING YEAR</u> NOUN: KIT, PMVS ANTENNA W/CONTAINER <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination FOB POINT: Destination	EST 80	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001	SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. FSCM: 19200 PART NR: 12999082 SECURITY CLASS: Unclassified				
4001AA	FOURTH ORDERING YEAR NOUN: PALADIN DISPLY UNIT <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	EST 225	EA	\$ _____	\$ _____
4002	FSCM: 19200 PART NR: 12999083 SECURITY CLASS: Unclassified				
4002AA	FOURTH ORDERING YEAR NOUN: PALADIN DIGITAL COMPUTER UNIT <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial	EST 225	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003	LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.				
4003AA	FSCM: 19200 PART NR: 12999084 SECURITY CLASS: Unclassified	EST 225	EA	\$ _____	\$ _____
4004	<u>FOURTH ORDERING YEAR</u> NOUN: KEYPAD UNIT <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.				
4004AA	FSCM: 19200 PART NR: 12999085 SECURITY CLASS: Unclassified	EST 225	EA	\$ _____	\$ _____
4004AA	<u>FOURTH ORDERING YEAR</u> NOUN: POWER CONDITIONING UNIT				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.				
4005	FSCM: 19200 PART NR: 12999104 SECURITY CLASS: Unclassified				
4005AA	<u>FOURTH ORDERING YEAR</u> NOUN: DOPPLER RADAR ANTENNA <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	EST 225	EA	\$ _____	\$ _____
4006	FSCM: 19200 PART NR: 12999122 SECURITY CLASS: Unclassified				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006AA	<p>KIT DOES NOT INCLUDE P/N 12999082,12999083,12999084, 12999085, AND 12999104</p> <p>(End of narrative A001)</p> <p><u>FOURTH ORDERING YEAR</u></p> <p>NOUN: MODIFICATION KIT, PDFCS</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	EST 225	EA	\$ _____	\$ _____
4007	<p>FSCM: 19200 PART NR: 12999106 SECURITY CLASS: Unclassified</p>				
4007AA	<p><u>FOURTH ORDERING YEAR</u></p> <p>NOUN: KIT, PDCU W/CONTAINER</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>	EST 80	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008	SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. FSCM: 19200 PART NR: 12999083 SECURITY CLASS: Unclassified				
4008AA	<u>FOURTH ORDERING YEAR</u> NOUN: PALADIN DIGITAL COMPUTER UNIT <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	EST 80	EA	\$ _____	\$ _____
4009	FSCM: 19200 PART NR: 12999110 SECURITY CLASS: Unclassified				
4009AA	<u>FOURTH ORDERING YEAR</u> NOUN: KIT, PDU W/CONTAINER <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial	EST 80	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4010	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. FSCM: 19200 PART NR: 12999112 SECURITY CLASS: Unclassified				
4010AA	<u>FOURTH ORDERING YEAR</u> NOUN: KIT, KEYPAD UNIT W/CONTAINER <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	EST 80	EA	\$ _____	\$ _____
4011	FSCM: 19200 PART NR: 12999115 SECURITY CLASS: Unclassified				
4011AA	<u>FOURTH ORDERING YEAR</u> NOUN: KIT, PMVS ANTENNA W/CONTAINER	EST 80	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.				
5001	FSCM: 19200 PART NR: 12999082 SECURITY CLASS: Unclassified				
5001AA	<u>FIFTH ORDERING YEAR</u>	EST 164	EA	\$ _____	\$ _____
	NOUN: PALADIN DISPLY UNIT <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.				
5002	FSCM: 19200 PART NR: 12999083 SECURITY CLASS: Unclassified				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5002AA	<p><u>FIFTH ORDERING YEAR</u></p> <p>EST 164</p> <p>EA</p> <p>\$ _____</p> <p>\$ _____</p> <p>NOUN: PALADIN DIGITAL COMPUTER UNIT</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	EST 164	EA	\$ _____	\$ _____
5003	<p>FSCM: 19200 PART NR: 12999084 SECURITY CLASS: Unclassified</p>				
5003AA	<p><u>FIFTH ORDERING YEAR</u></p> <p>EST 164</p> <p>EA</p> <p>\$ _____</p> <p>\$ _____</p> <p>NOUN: KEYPAD UNIT</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	EST 164	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5004	FSCM: 19200 PART NR: 12999085 SECURITY CLASS: Unclassified				
5004AA	<u>FIFTH ORDERING YEAR</u> NOUN: POWER CONDITIONING UNIT <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	EST 164	EA	\$ _____	\$ _____
5005	FSCM: 19200 PART NR: 12999104 SECURITY CLASS: Unclassified				
5005AA	<u>FIFTH ORDERING YEAR</u> NOUN: DOPPLER RADAR ANTENNA <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination FOB POINT: Destination	EST 164	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5006	SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. FSCM: 19200 PART NR: 12999122 SECURITY CLASS: Unclassified KIT DOES NOT INCLUDE P/N 12999082,12999083,12999084, 12999085, AND 12999104 (End of narrative A001)				
5006AA	<u>FIFTH ORDERING YEAR</u> NOUN: MODIFICATION KIT, PDFCS <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	EST 164	EA	\$ _____	\$ _____
5007	FSCM: 19200 PART NR: 12999106 SECURITY CLASS: Unclassified				
5007AA	<u>FIFTH ORDERING YEAR</u> NOUN: KIT, PDCU W/CONTAINER	EST 80	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.				
5008	FSCM: 19200 PART NR: 12999108 SECURITY CLASS: Unclassified				
5008AA	<u>FIFTH ORDERING YEAR</u> NOUN: KIT, PCU W/CONTAINER <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	EST 80	EA	\$ _____	\$ _____
5009	FSCM: 19200 PART NR: 12999110 SECURITY CLASS: Unclassified				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5009AA	<p><u>FIFTH ORDERING YEAR</u></p> <p>NOUN: KIT, PDU W/CONTAINER</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	EST 80	EA	\$ _____	\$ _____
5010	<p>FSCM: 19200 PART NR: 12999112 SECURITY CLASS: Unclassified</p>				
5010AA	<p><u>FIFTH ORDERING YEAR</u></p> <p>NOUN: KIT, KEYPAD UNIT W/CONTAINER</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	EST 80	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5011	FSCM: 19200 PART NR: 12999115 SECURITY CLASS: Unclassified				
5011AA	<u>FIFTH ORDERING YEAR</u> NOUN: KIT, PMVS ANTENNA W/CONTAINER <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	EST 80	EA	\$ _____	\$ _____
6001	SECURITY CLASS: Unclassified				
6001AA	<u>FIRST ARTICLE TEST-SEPARATELY PRICED</u> NOUN: FIRST ARTICLE TEST REPORT FIRST ARTICLE TEST AND REPORT PURSUANT TO THE REQUIREMENTS OF THE PROVISION ENTITLED "FIRST ARTICLE APPROVAL - CONTRACTOR TESTING "IN SECTION E OF THIS SOLICITATION. NOTE: PLEASE SEE PROVISIONS IN SECTIONS L AND M CONCERNING POSSIBLE WAIVER OF FIRST ARTICLE APPROVAL AND RELATED EVALUATION FACTORS. (End of narrative C001) <u>Packaging and Marking</u>	1	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination Government Approval/Disapproval Days: 30 FOB POINT: Destination				
6002	SECURITY CLASS: Unclassified				
6002AA	<u>FIRST ARTICLE TEST-SEPARATELY PRICED</u> NOUN: FIRST ARTICLE TEST REPORT FIRST ARTICLE TEST AND REPORT PURSUANT TO THE REQUIREMENTS OF THE PROVISION ENTITLED "FIRST ARTICLE APPROVAL - CONTRACTOR TESTING "IN SECTION E OF THIS SOLICITATION. NOTE: PLEASE SEE PROVISIONS IN SECTIONS L AND M CONCERNING POSSIBLE WAIVER OF FIRST ARTICLE APPROVAL AND RELATED EVALUATION FACTORS. (End of narrative C001)	1	EA	\$ _____	\$ _____
	<u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination Government Approval/Disapproval Days: 30 FOB POINT: Destination				
6003	SECURITY CLASS: Unclassified				
6003AA	<u>FIRST ARTICLE TEST-SEPARATELY PRICED</u> NOUN: FIRST ARTICLE TEST REPORT FIRST ARTICLE TEST AND REPORT PURSUANT TO THE REQUIREMENTS OF THE PROVISION ENTITLED "FIRST ARTICLE APPROVAL - CONTRACTOR TESTING "IN SECTION E OF THIS SOLICITATION. NOTE: PLEASE SEE PROVISIONS IN SECTIONS L AND M CONCERNING POSSIBLE WAIVER OF FIRST ARTICLE APPROVAL AND RELATED EVALUATION FACTORS.	1	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination Government Approval/Disapproval Days: 30</p> <p>FOB POINT: Destination</p>				
6004	SECURITY CLASS: Unclassified				
6004AA	<p><u>FIRST ARTICLE TEST-SEPARATELY PRICED</u></p> <p>NOUN: FIRST ARTICLE TEST REPORT</p> <p>FIRST ARTICLE TEST AND REPORT PURSUANT TO THE REQUIREMENTS OF THE PROVISION ENTITLED "FIRST ARTICLE APPROVAL - CONTRACTOR TESTING "IN SECTION E OF THIS SOLICITATION.</p> <p>NOTE: PLEASE SEE PROVISIONS IN SECTIONS L AND M CONCERNING POSSIBLE WAIVER OF FIRST ARTICLE APPROVAL AND RELATED EVALUATION FACTORS.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination Government Approval/Disapproval Days: 30</p> <p>FOB POINT: Destination</p>	1	EA	\$ _____	\$ _____
6005	SECURITY CLASS: Unclassified				
6005AA	<p><u>FIRST ARTICLE TEST-SEPARATELY PRICED</u></p> <p>NOUN: FIRST ARTICLE TEST REPORT</p> <p>FIRST ARTICLE TEST AND REPORT PURSUANT TO THE</p>	1	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>REQUIREMENTS OF THE PROVISION ENTITLED "FIRST ARTICLE APPROVAL - CONTRACTOR TESTING "IN SECTION E OF THIS SOLICITATION.</p> <p>NOTE: PLEASE SEE PROVISIONS IN SECTIONS L AND M CONCERNING POSSIBLE WAIVER OF FIRST ARTICLE APPROVAL AND RELATED EVALUATION FACTORS.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination Government Approval/Disapproval Days: 30</p> <p>FOB POINT: Destination</p>				
6006	SECURITY CLASS: Unclassified				
6006AA	<p><u>FIRST ARTICLE TEST SEPARATELY PRICED</u></p> <p>NOUN: FIRST ARTICLE TEST REPORT</p> <p>FIRST ARTICLE TEST REPORT, PURSUANT TO THE REQUIREMENTS OF THE CLAUSE ENTITLED "FIRST ARTICLE APPROVAL - CONTRACTOR TESTING" IN SECTION E OF THIS SOLICITATION.</p> <p>NOTE: PLEASE SEE PROVISIONS IN SECTIONS L & M CONCERNING POSSIBLE WAIVER OF FIRST ARTICLE APPROVAL AND RELATED EVALUATION FACTORS.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination Government Approval/Disapproval Days: 30</p> <p>FOB POINT: Destination</p>	1	EA	\$ _____	\$ _____
6007	SECURITY CLASS: Unclassified				
6007AA	<u>CONTRACT DATA REQUIREMENTS LIST DD1423</u>			\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>Technical Data as set forth in Contract Data Requirements List (DD Form 1423) hereinafter referred to as Exhibit A.</div> <div>(End of narrative B001)</div>				

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- B.1 The basic contract does not authorize delivery or fund any quantities of supplies available under this contract. Delivery of supplies will be authorized and funded by separate delivery orders.
- B.2 Unless otherwise stated, when authorized by a delivery order, supplies will be provided on a firm, fixed, price basis at the prices established below.
- B.3 Prices for Qualification, First Article, and related data are applicable when the need for initial qualification and/or first article is identified in the offerors proposal or is driven by a change in the Governments requirements or an excessive break in the Governments ordering schedule. If the need for Qualification or First Article results from changes made by the contractor, the required Qualification or First Article will be performed and related data prepared at no cost to the Government.
- B.4 Any repairs or replacements made within the terms of a pass-through warranty shall be at no cost to the Government.

*** END OF NARRATIVE B 0001 ***

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.204-4003 (TACOM)	START OF WORK MEETING	MAY/2000

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within 30 days after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

[End of Clause]

C-2	52.211-4015 (TACOM)	CONFIGURATION CONTROL - ENGINEERING CHANGES	DEC/2005
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- (a) DEFINITIONS:
- (1) Engineering Change Proposal (ECP). An ECP is a suggestion that we (the Government) permanently change some requirement of the Technical Data Package (TDP). ECPs can be issued before or during contract performance. NOTE: The current Government Standard allows us ninety days to process routine ECPs. If you (the contractor) need a response in less than ninety days to meet contract requirements, you should consider submitting a deviation along with your ECP.
- (2) Notice of Revision (NOR). A NOR describes the proposed changes to a technical document being requested by an ECP.
- (3) Value Engineering Change Proposal (VECP). A proposal that --
- (i) Requires a change to the instant contract; and
- (ii) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change --
- (A) In deliverable end item quantities only;
- (B) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
- (C) To the contract type only.
- (4) Request for Deviation (RFD). A RFD is a one-time request to deviate from TDP requirements. You must submit your deviation request once you realize that you desire to deviate from the TDP requirements. You can request a deviation for a specific number of parts or the entire contract quantity.
- (b) When will TACOM start processing change requests? TACOM won't start processing any ECP, VECP, or RFD until we receive the ACO's comments (see paragraph (e) below) and the ECP, VECP, or RFD documentation.
- (c) Contractor Responsibility. ECPs, VECPs, and RFD shall contain information per the instructions outlined on the Data Delivery Descriptions (DDD) which can be found at the following website: <http://contracting.tacom.army.mil/engr/engrchange.htm>. Forms for preparing an ECP, VECP, or a RFD can also be found at this website. You may use other media, as long as you give us all the information outlined in the DDDs.
- (1) Identify the two-digit Weapon System Code (WSC) on your submittal. The WSC for this procurement is KF.
- (2) The Contractor shall submit ECPs/VECPs/RFDs to the Government electronically. You must use one of the following electronic mediums: 3 1/2 inch disk, 650 megabyte CD ROM, or E-mail. (E-mail files must be sized 3.5 mb or less.) Identify the software application, and version, that you used to create each file submitted.
- (3) ECPs/VECPs/RFDs submitted in paper form are unacceptable and will be returned. You must use one of the following electronic formats:
- (i) Files readable using these Microsoft 97 Office Products or later versions: Word, Excel, PowerPoint, or Access.

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Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.

(ii) Files in Adobe PDF (Portable Document Format).

(iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic ECPs/VECPs/RFDs and be accessible offline.

(iv) Other electronic formats. Before preparing your ECPs, VECPS or RFDs in any other electronic format, please e-mail the engineer, copy-furnished to the buyer and ACO, to obtain a decision as to the format's acceptability. Failure to e-mail the engineer to seek an alternate format's acceptability may result in rejection of your submission. All alternate methods must be at no cost to the Government. NOTE: The above formats may be submitted in compressed form using self-extracting files.

(d) Submittal Procedures for ECPs/VECPs/RFDs.

(1) Send one copy of the ECP, VECP or RFD in electronic format to your ACO.

(2) Send one copy of the ECP, VECP or RFD in electronic format to the buyer listed on the solicitation/ contract document.

WARNING - Submit complete, legible, virus free packages per paragraphs 1 and 2 above, or we may return your ECP/VECP/RFD without processing them.

(e) ACO Responsibility. Within ten working days from the day you receive the contractor's request, the ACO must prepare Comments on the ECP, VECP, or RFD in electronic format, and forward it as follows:

Email a copy of the contractor's request and ACO comments (DD Form 1998) to the buyer identified in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155. Indicate end item application (if known) in subject line, along with the NSN and contract number.

(f) Approval of ECPs, VECPS and RFDs.

(1) ECPs should be used to make permanent changes in the Government Technical Data Package (TDP). Contractual relief should be requested using a Request for Deviation. This is because the Government requires more time to analyze any proposal to permanently change the specification or TDP. Cost saving improvements to the TDP should be submitted as a VECP, if a VE clause is contained in the contract.

(2) ECPs. TACOM will review and make a decision within the ninety day timeframe. Notification of our decision will be made by the contracting officer or representative.

(3) RFDs. Decision on RFDs will be made within 30 days from the date we receive them from the ACO.

(g) Processing Emergency and Urgent ECPs. Ordinarily, ECPs submitted by the contractor will be deemed routine. If you submit an ECP that you consider to be an emergency or urgent (as defined in paragraph 11 of DDD for ECPs), you must immediately notify the PCO. TACOM will review the criticality of the ECP, and, if we determine that it is urgent or critical, we'll follow the appropriate processing time-frames as outlined in paragraph 11 of the DDD for ECPs.

(h) Reminder - Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for, or bind the Government.

(i) RFDs shall contain sufficient pricing data to determine if a downward equitable adjustment to the contract is required.

(j) Questions.

(1) Questions about preparation and submittal of change request should be directed to the Government Quality Assurance Representative (QAR).

(2) Questions about the status of change requests you've already submitted, contact the buyer. You can find the buyer's name, number and e-mail address in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

[End of Clause]

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Name of Offeror or Contractor:

The following "X"d item applies to this solicitation:

- [x] There is no Technical Data Package (TDP) included with this solicitation.
- [] The TDP for this solicitation is on a CD ROM and must be ordered. Ordering instructions can be obtained at Uniform Resource locator (URL): <http://contracting.tacom.army.mil/bidreq.htm>
- [] This solicitation contains one, or, more Web located TDPs. If multiple Contract Line Item Numbers (CLINs) are listed, each one will have its own URL just under the CLIN listing. The URL will take you to that CLIN's Web located TDP. To access the TDP, you will have to copy or type the link's URL into your web browser address bar at the top of the screen.
- Note: To copy a link from a .pdf file, click on the "Text Select Tool," then highlight the URL, copy and paste it into your browser, and hit the enter key.

CLIN: -1-
TDP Link (URL): -2-

[End of Clause]

- | | | | |
|-----|------------------------|---------------------|----------|
| C-4 | 52.211-4008
(TACOM) | DRAWING LIMITATIONS | NOV/2005 |
|-----|------------------------|---------------------|----------|
- (a) The drawings supplied with this contract are not shop or process drawings. They are engineering design drawings. They are adequate to permit manufacture, and:
- (1) depict the completed (item(s), and
 - (2) serve as the basis for inspection of the completed item(s).
- (b) These drawings DON'T cover intermediate drawings/specifications or steps in the manufacturing process. As a result, even if you meet all the dimensions and tolerances specified in the engineering design drawing for each individual part, a cumulative unacceptable fit for the contract item could result.
- (c) YOU ARE RESPONSIBLE for producing the shop or process drawings needed to cover intermediate steps in the manufacturing process.
- (d) You, the contractor, are responsible for obtaining all specifications and drawings necessary to manufacture the items being solicited in accordance with the TDP including all incorporated specifications and drawings. Delivery delays are not excusable where the contractor asserts that it did not have a specification or drawing and has failed to request, in writing, the specification from either the Contracting Officer or Contract Specialist prior to the solicitation closing date.
- (e) If you fail to produce an end item with a cumulative fit that conforms to Government drawings, specifications or other supplemental manufacturing documentation, you'll be responsible for correcting this condition at no additional cost to the Government and no delivery schedule extension.

[End of Clause]

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Paladin Digital Fire Control System Hardware Statement of Work

- C.1. BACKGROUND.
- C.1.1. Performance specifications have been developed for the major PDFCS Line Replaceable Units (LRU).
- C.1. The Paladin Digital Fire Control System (PDFCS) supports fire control input/display, Force XXI Battle Command Brigade-and-Below (FBCB2) Situational Awareness (SA), and messaging via the Tactical Internet. The newly developed Line Replaceable Units (LRUs) are the Paladin Digital Computer Unit (PDCU), PDFCS Keypad, and the PDFCS Power Conditioning Unit (PCU-2).
- C.1.3. The PDFCS utilizes a Paladin Muzzle Velocity Reference System (MVRS) to determine the muzzle velocity of a projectile at gun tube exit.
- C.1.4. The PDFCS utilizes a touch screen LCD display developed for and fielded by FBCB2 with the Appliqu'e9+ V4 Computer.

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- C.2. SCOPE.
- C.2.1. This Statement of Work (SOW) is for an Indefinite Delivery, Indefinite Quantity (IDIQ) contract for PDFCS installation kits and components items.
- C.2.2. The contractor is not authorized to supply any hardware under this contract except as authorized in a delivery order.
- C.3. APPLICABLE DOCUMENTS.
- The following documents are applicable to this SOW to the extent specified herein.
- C.3.1. Military Specifications.
- MIL-DTL-31000A Technical Data Packages
- C.3.2. Military Standards.
- MIL-STD-882D System Safety
- MIL-STD-961D Defense Specifications
- MIL-STD-1472F Human Engineering
- C.3.3. Other Government Documents.
- C.3.3.1. Drawings.
- 12999122 Modification Kit, PDFCS
- 12999083 Digital Computer Unit (PDCU)
- 12999084 Keypad Unit
- 12999085 Power Conditioning Unit (PCU-2)
- 12999104 Doppler Radar Antenna
- 12999086 Serial Interface Adapter, PDFCS
- 12999090 Cable Assembly, W65A
- 12999091 Cable Assembly, W93B
- 12999092 Cable Assembly, W92A
- 12999093 Cable Assembly, W1B
- 12999094 Wiring Harness, Display, W2
- 12999095 Harness, Wiring, Serial Data, W3N (INC)
- 12999087 Display Isolation Assembly
- 12999088 Plate, Mounting, PSIAD
- 12999089 Plate, Cover, Azimuth Tachometer
- 12999114 Plate, Spacer, Azimuth Tachometer
- 12999105 Antenna Bracket
- 12999096 Plug, Shorting, Azimuth Tachometer
- 12999097 Plug, Shorting, Elevation Tachometer
- 12999106 Kit, PDCU with Container
- 12999107 Shipping and Storage Container (PDCU)
- 12999108 Kit, PCU with Container
- 12999109 Shipping and Storage Container (PCU-2)
- 12999110 Kit, PDU with Container
- 12999111 Shipping and Storage Container (PDU)
- 12999112 Kit, Keypad Unit with Container
- 12999113 Shipping and Storage Container (Keypad Unit)
- 12999115 Kit, PMVS Antenna with Container
- 12999116 Shipping and Storage Container (PMVS)
- ECP L07P2002
- C.3.3.2. Specifications.
- PRF12999083 Paladin Digital Computer Unit (PDCU)
- PRF12999084 Paladin Digital Fire Control System (PDFCS) Keypad
- PRF12999085 Paladin Digital Fire Control System (PDFCS) Power Conditioning Unit (PCU-2)
- PRF12999104 Doppler Radar Antenna
- C.4. DETAILED REQUIREMENTS. As required by delivery order.

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C.4.1. Hardware. The contractor shall supply hardware in the types and quantities identified in delivery orders. The hardware shall comply with the requirements of the applicable government performance specifications and drawings.

C.4.1.1. Hardware Items. As specified in a delivery order, the contractor shall supply the hardware items as set forth below with the applicable top level drawing, sub-tier drawings, and specifications.

Table 1 - Hardware Items

<u>Top Tier Drawing</u>	<u>Description</u>
12999082	Display Unit
12999083	Digital Computer Unit (PDCU)
12999084	Keypad Unit
12999085	Power Conditioning Unit (PCU-2)
12999104	Doppler Radar Antenna
12999122	Modification Kit, PDFCS (Less 12999082, 12999083, 12999084, 12999085, and 12999104)
12999086*	Serial Interface Adapter, PDFCS
12999090*	Cable Assembly, W65A
12999091*	Cable Assembly, W93B
12999092*	Cable Assembly, W92A
12999093*	Cable Assembly, W1B
12999094*	Wiring Harness, Display, W2
12999095*	Harness, Wiring, Serial Data, W3N (INC)
12999087*	Display Isolation Assembly
12999088*	Plate, Mounting, PSIAD
12999089*	Plate, Cover, Azimuth Tachometer
12999114*	Plate, Spacer, Azimuth Tachometer
12999105*	Antenna Bracket
12999096*	Plug, Shorting, Azimuth Tachometer
12999097*	Plug, Shorting, Elevation Tachometer
12999106	Kit, PDCU with Container
12999107	Shipping and Storage Container (PDCU)
12999108	Kit, PCU with Container
12999109	Shipping and Storage Container (PCU-2)
12999110	Kit, PDU with Container
12999111	Shipping and Storage Container (PDU)
12999112	Kit, Keypad Unit with Container
12999113	Shipping and Storage Container (Keypad Unit)
12999115	Kit, PMVS Antenna with Container
12999116	Shipping and Storage Container (PMVS)

* Items included in 12999122 that may also be procured as individual items.

C.4.1.2.

C.4.1.2.1. Obsolescence. The contractor shall be responsible for managing and accommodating obsolescence throughout hardware production at no additional cost to the Government.

C.4.1.3. Hardware interchangeability. All hardware shall be fully interchangeable with like items (i.e. built to same performance specification) without modification or adjustment.

C.4.1.3.1. Interchangeability demonstration. If the design baseline differs from that of previously fielded PDFCS components, interchangeability with previously fielded PDFCS components shall be demonstrated prior to first deliveries. Failure of a PDFCS component to correctly interoperate with any previously fielded PDFCS component(s) constitutes failure of the interchangeability demonstration.

C.4.1.3.1.1. Interchangeability demonstration procedures. Interchangeability demonstration procedures shall be prepared IAW DI-NDTI-80603A. Interchangeability demonstration procedures shall be submitted to the government for approval at least 45 calendar days prior to start of interchangeability demonstration.

C.4.1.3.1.2. Component access. The government will provide the contractor with reasonable access to previously fielded PDFCS components for the purpose of interchangeability demonstration. Access will be provided at a Government designated facility and will be subject to scheduling by that facility. The previously fielded PDFCS components may be installed in a M109A6 howitzer or in an integration laboratory. The contractor shall have no access inside PDFCS components that were not previously produced or

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furnished by that contractor. The facility is designated as follows: US Army RDECOM ARDEC, AMSRD-AAR-AEF-I, Bldg. 31, Picatinny Arsenal, NJ 07806.

- C.4.1.3.1.3. Demonstration notification. The contractor shall notify the Government at least 30 working days before the beginning of interchangeability demonstration. Scheduling is subject to the availability of Government assets. The Government has the right to witness any and all tests.
- C.4.1.3.1.4. Demonstration report. The contractor shall maintain a record of all demonstration results and shall analyze and correct any failures. The contractor is responsible for any instrumentation and associated cabling needed to collect data for analysis. The contractor shall prepare a demonstration report IAW DI-MNTY-81603. The contractor shall submit the demonstration report within 30 calendar days after successful completion of the demonstration and at least 10 calendar days prior to first delivery of production hardware to the new baseline.
- C.4.1.3.1.5. Demonstration hardware. The hardware to undergo interchangeability demonstration shall be meet the requirements of C.3.
- C.4.1.3.1.6. Change in baseline. Interchangeability demonstration is required each time there are changes to the established hardware design baseline of this contract. Interchangeability demonstration resulting from design baseline change shall be at the expense of the contractor, unless the change results from a change in the governments requirements.
- C.4.1.4. PDCU software. The PDCU shall operate the following government furnished software:
- a. Fire Control software version 7P.
 - b. FBCB2 software version 6.5.2.1.
 - c. PDI software version 9P.
- C.4.1.4.1.1. Fire Control Operating System. The operating system for the Fire Control software is the most current version of Microsoft Windows NT. The contractor shall provide operating system licenses for each PDCU delivered.
- C.4.1.4.2. Software distribution. The Government shall provide the contractor with a drive images (gold drive or master) of the software. The contractor shall be responsible for any replication needed to install the software in a PDCU (C.4.1.4.33).
- C.4.1.4.3. Software installation. The contractor shall install the software version(s) designated by the government on each PDCU. The designated version(s) may change during the program as new versions are released and shall be verified during acceptance test.
- C.4.1.4.4. Software compatibility demonstration. If the design baseline differs from that of previously fielded PDFCS components from this contract, compatibility of the hardware with PDCU software shall be demonstrated prior to first deliveries. The demonstration shall exercise the full range of software functionality. Failure of the system to perform as demonstrated in Formal Qualification Test (FQT) of the government furnished software constitutes failure of the software compatibility demonstration.
- C.4.1.4.4.1. Software compatibility demonstration procedures. Software compatibility demonstration procedures shall be prepared IAW DI-IPSC-81440A. Software compatibility demonstration procedures shall be submitted to the government for approval at least 45 calendar days prior to start of software compatibility demonstration.
- C.4.1.4.4.2. Demonstration facility. The government shall provide the contractor with reasonable access to a M109A6 howitzer and/or an integration laboratory, less the PDFCS components to be tested. The contractor shall provide the PDFCS components to be tested. Access shall be provided at a Government designated facility and shall be subject to scheduling by that facility.
- C.4.1.4.4.3. Demonstration notification. The contractor shall notify the Government at least 30 working days before the beginning of software compatibility demonstration. Scheduling is subject to the availability of Government assets. The Government has the right to witness any and all tests.
- C.4.1.4.4.4. Demonstration report. The contractor shall maintain a record of all demonstration results and shall analyze and correct any failures at no additional cost to the government. The contractor is responsible for any instrumentation and associated cabling needed to collect data for analysis. The contractor shall prepare a demonstration report IAW DI-MNTY-81603. The contractor shall submit the demonstration report within 30 calendar days after successful completion of the demonstration and at least 10 calendar days prior to first delivery of production hardware to the new baseline.
- C.4.1.4.4.5. Demonstration hardware. The hardware to undergo software compatibility demonstration shall be fully representative of the current design baseline and production hardware under this contract.
- C.4.1.4.4.6. Change in baseline. Software compatibility demonstration is required when there are changes to the established hardware design baseline. Software compatibility demonstration resulting from change to the established baseline shall be at the expense of the contractor, unless the change results from a change in the governments requirements.

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C.4.1.5. Qualification. Prior to first delivery, the hardware design shall have been qualified in accordance with the design verification requirements of the applicable specification or other approved requirement documents. Qualification testing shall be conducted on hardware and hardware modifications not previously qualified to the design verification requirements of the applicable specification or other approved requirement documents. It may be necessary to re-test requirements already verified under other programs, subject to prior government approval.

C.4.1.5.1. Qualification procedures. Qualification procedures shall be prepared IAW DI-NSTI-80603A. Qualification procedures shall be submitted to the government for approval at least 45 calendar days prior to start of qualification testing.

C.4.1.5.2. Test location. Hardware qualification testing may be conducted at a facility designated by the contractor, the contractors facility, a Government facility, or at an independent laboratory or commercial testing facility.

C.4.1.5.3. Test notification. The contractor shall notify the Government at least 10 working days before the beginning of testing. The Government has the right to witness any and all tests.

C.4.1.5.4. Qualification report. The contractor shall maintain a record of all test results and shall analyze and correct any failures at no additional cost to the government. The contractor shall prepare a qualification test report IAW DI-MNTY-81603. The contractor shall submit the qualification report within 30 calendar days after successful completion of qualification testing and at least 10 calendar days prior to first delivery of production hardware.

C.4.1.5.5. Qualification hardware. The hardware to undergo qualification testing shall be fully representative of the current design baseline and production hardware.

C.4.1.5.6. Change in baseline. Qualification testing resulting from change to the established baseline of this contract shall be at the expense of the contractor, unless the change results from a change in the governments requirements.

C.4.1.6. First article. Prior to first delivery, the hardware design shall have successfully completed First Article Test (FAT) in accordance with the requirements of the applicable specification or other approved requirement documents. FAT is required any time the manufacturing tooling, processes or facility has changed, or there is a break in production greater than 12 months. FAT resulting from change to the manufacturing tooling, processes or facility shall be at the expense of the contractor.

C.4.1.6.1. FAT procedures. FAT procedures shall be prepared IAW DI-NDTI-81307A. FAT procedures shall be submitted to the government for approval at least 45 calendar days prior to start of qualification testing.

C.4.1.6.2. FAT location. FAT will be conducted at a facility designated by the Government either at the contractors facility or a Government facility, or at an independent laboratory or commercial testing facility.

C.4.1.6.3. Test notification. The contractor shall notify the Government at least 10 working days before the beginning of FAT. The Government has the right to witness any and all tests.

C.4.1.6.4. FAT report. The contractor shall maintain a record of all test results and shall analyze and correct any failures at no additional cost to the government. The contractor shall prepare a FAT report IAW DI-NDTI-81307A. The contractor shall submit the FAT report within 30 calendar days after successful completion of qualification testing and at least 10 calendar days prior to first delivery of production hardware.

C.4.1.6.5. FAT hardware. The hardware to undergo FAT shall be fully representative of the current design baseline of this contract and manufactured using production tooling and processes in the production facility.

C.4.1.7. Acceptance. The contractor shall verify all production hardware in accordance with the acceptance provisions of the performance specification or other approved requirement documents of this contract.

C.4.1.7.1. All hardware submitted for delivery shall have passed all testing including acceptance testing.

C.4.1.7.2. The acceptance process shall be documented in an Acceptance Test Procedure (ATP).

C.4.1.7.3. The contractor shall maintain a record of all test results and shall analyze and correct any failures at no additional cost to the government.

C.4.1.8. Unique Item Identification. Delivered items shall include Unique Item Identification (UID) and relevant drawings and specifications.

C.4.2. Quality Assurance. The contractor shall implement and follow a quality assurance program in accordance with ISO 9001 or equivalent. The contractor shall make the Quality Assurance Program Plan available to the Government for review.

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- C.4.3. Configuration Management. The contractor shall maintain an approved configuration management process. MIL-HDBK-61 can be used as guidance.
- C.4.3.1. Technical Data. As required by a delivery order, the contractor shall provide technical data, in accordance with MIL-DTL-31000A for all system changes in accordance with the content and format requirements of the applicable, current government drawings and specifications.
- C.4.3.1.1. Technical data shall document all hardware down to the lowest level that is removed or replaced by military maintenance personnel. Technical data shall be adequate for competitive procurement and re-procurement, and shall define all interface requirements so that like items are fully interchangeable.
- C.4.3.1.2. Drawing numbers. Upon request, blocks of specification and drawing numbers will be provided for use under this contract. These government numbers shall be used for all drawings, parts lists and specifications generated under this contract. However, new numbers shall not be assigned to military items in the system or items that have industry or military standard designations.
- C.4.3.1.3. Drawings. The contractor shall prepare drawings in accordance with MIL-DTL-31000A. Quality Assurance Provisions shall be supplied where appropriate.
- C.4.3.1.4. Performance and detail specifications. The contractor shall prepare performance and detail specifications in accordance with MIL-STD-961D. Specifications shall contain, by direct incorporation or reference, all mechanical, electrical and data interface requirements, including those for any parts or assemblies that may be replaced in the field. It is preferred that interfaces be described by industry or approved military standards. If such standards do not fully describe the interface requirements, appropriate interface control documentation shall be generated. Performance specifications shall contain design verification, first article test, and acceptance requirements. All performance specifications shall be validated and verified by the contractor that the requirements can be demonstrated and meet their intended purpose prior to being used for any procurement or submitted to the Government.
- C.4.3.1.5. Engineering Change Actions (ECA). The contractor shall provide Engineering Change Proposal (ECP), Request for Deviation (RFD), and Request for Waiver (RFW) as required. The ECA shall fully document the new or modified item(s).
- C.4.4. Integration support. Changes to software and interfacing hardware are anticipated during the life of the PDFCS program shall be covered under a separate STS contract.
- C.5.
- C.5.1.1. Integrated Product Team (IPT) and meetings. The contractor shall apply the IPT process to maintain open communications with the Government and other Paladin contractors and provide a status of program risks, schedule, and performance. This requires coordination and working relationships with numerous Government activities and contractors, including program managers and vendors of interfacing hardware and software, designers and producers of legacy hardware and software, other support contractors, test and assessment activities, and policy and regulatory entities. The contractor shall establish and maintain direct working relationships under an IPT, as required to perform delivery order requirements. The contractor shall hold IPT meetings as needed. Generally, the IPT meetings shall be via teleconference. However, face-to-face IPT meetings shall be held as needed.
- C.5.2. Program reviews. The contractor shall conduct program reviews at the start of work meeting and on an as needed basis. The intent of the program reviews is to provide the IPT(s) insight into the progress of the program and is not meant as an approval process. During the reviews, however, if conflicts or concerns are raised, the IPT shall support resolution. Should performance or schedule deviate significantly from plans, the Government may request additional program reviews. The contractor shall provide program review agendas and minutes to the IPT and all meeting attendees.
- C.5.3. Reporting. The contractor shall provide quarterly program status reports covering all delivery orders. The report shall include planned and actual schedules for program reviews and IPT meetings, testing, data items, and hardware deliveries. The report shall describe all changes to the baseline design that were made or are planned. The report shall identify obsolescence and any other program issues that may affect delivery of hardware and support, and proposed solutions. The report shall provide a cumulative summary of failures by LRU and failure type. Previously reported completed actions may be summarized in subsequent reports.
- C.5.3.1. Government Furnished Equipment Management. The contractor shall protect and maintain Government furnished equipment (GFE) and Government furnished property (GFP). The contractor shall maintain Government property accountability records as identified in a delivery order. GFE and property shall be identified in the basic contract.
- C.6. Contract deliverables.

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C.6.1. Data Items (As defined by each delivery order).

C.6.2 Hardware (As defined by each delivery order).

*** END OF NARRATIVE C 0001 ***

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SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	252.211-7003	ITEM IDENTIFICATION AND VALUATION	JUN/2005

[Note: The following clause requires unique item identification marking, or a DoD recognized unique identification equivalent, for items listed in paragraphs (c)(1)(ii) of the clause. Unique item identification marking is also required for all items delivered under the contract for which the government's acquisition cost (as defined under 'Definitions' below) is \$5,000 or more. Unique item identification marking is required for embedded subassemblies, components, and parts if listed in paragraph (c)(1)(iii). In the event that the government has not yet identified these items or embedded parts, paragraph (c)(1)(ii) will read "TBD" for "to be determined". If these items are identified by the government before the time proposals are due, an amendment to the solicitation will be issued which identifies them. If not, award will be made on the basis of them not being identified, however the contract may be later modified to include such identification marking. This clause also requires the contractor to report the government's acquisition cost for each item delivered under the contract. Information concerning these requirements is available at <http://www.acq.osd.mil/uid>]

(a) Definitions. As used in this clause--

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html> .

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Governments unit acquisition cost means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) /EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

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Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/UID/uid_types.html .

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) DoD unique item identification or DoD recognized unique identification equivalents.
 - (1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for
 - (i) All delivered items for which the Governments unit acquisition cost is \$5,000 or more: CLINs 0002AA, 0004AA, 0005AA, 0007AA, 0008AA and 0011AA ; and
 - (ii) The following items for which the Governments unit acquisition cost is less than \$5,000:
 - Contract Line, Subline, or Exhibit Line Item Number: N/A
 - Item Description: N/A
 - (iii) Subassemblies, components, and parts embedded within delivered items, specified as follows, or in Attachment -3- .
 - (2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.
 - (3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that
 - (i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:
 - (A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.
 - (B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

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(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution DD format for use until the solution is approved by ISO/IEC JTC1 SC 31. The DD format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm> ; and

(ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology Syntax for High Capacity Automatic Data Capture Media.

(4) DoD unique item identification and DoD recognized unique identification equivalents.

(i) The Contractor shall

(A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number.

(6) Lot or batch number.

(7) Current part number (if not the same as the original part number).

(8) Current part number effective date.

(9) Serial number.

(10) Governments unit acquisition cost.

(e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

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- (6) Original part number.**
- (7) Lot or batch number.**
- (8) Current part number (if not the same as the original part number.**
- (9) Current part number effective date.**
- (10) Serial number.**
- (11) Unit of measure.
- (12) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

[End of Clause]

D-2 52.211-4517 PACKAGING REQUIREMENTS (COMMERCIAL)
(TACOM)

NOV/2005

(a) The preservation, packing, and marking requirements for this contract/order shall be accomplished in accordance with the performance requirements defined herein. The following Packaging requirements shall apply:

LEVEL OF PRESERVATION: Commercial

LEVEL OF PACKING: Commercial

QUANTITY PER UNIT PACKAGE: 001

(1) Packaging: Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements. It also provides for multiple handling, redistribution and shipment by any mode.

(2) Cleanliness: Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(3) Preservation: Items susceptible to corrosion or deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, waterproof and/or watervaporproof barriers.

(4) Cushioning: Items requiring protection from physical and mechanical damage (e.g. fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(b) Unit Package: A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton or box. Unit packs shall be designed to conserve weight and cube while retaining the protection required and enhancing standardization.

(c) Unit Package Quantity: Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc.

(d) Intermediate Package: Intermediate packaging is required whenever one or more of the following conditions exists:

- (1) The quantity is over one (1) gross of the same national stock number,
- (2) Use enhances handling and inventorying,
- (3) The exterior surfaces of the unit pack is a bag of any type, regardless of size,

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- (4) The unit pack is less than 64 cubic inches,
(5) The weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches.

Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(e) Packing:

(1) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(2) Shipping Containers: The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

(f) Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

(g) Marking:

(1) All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P(3), dated 29 Oct. 2004, including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract/order or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel. NOTE: Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors must check the solicitation and/or contract for this clause.

(2) Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. A Military Shipment Label (MSL) is required for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. DVD shipment documentation must also be marked with additional bar codes. The DD Form 250 or the commercial packing list shall have additional issue/receipt bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin, Red River, Anniston). Packing lists are required in accordance with the Standard, see paragraph 5.3.

(3) Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee."

(4) Commercial software may be used to generate a Military Shipment Label / Issue Receipt Document (MSL/IRRD) including the required Code 39 and 2D (PDF417) bar codes. However, the commercial software must produce labels/documents which comply with the requirements of MIL-STD-129P. Contractors shall insure that the ship to and mark for in-the-clear delivery address is complete including: consignees name, organization, department name, office, building, room, street address, city, state, country code, and DODAAC. (Army developed software, for creating MSL/IRRD previously available to those with government contracts is no longer supported.)

(h) Hazardous Materials (As applicable):

(1) Hazardous Materials is defined as a substance or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

(2) Packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:

- International Air Transport Association (IATA) Dangerous Goods Regulations
- International Maritime Dangerous Goods Code (IMDG)
- Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
- Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO

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P4030.19/DLAM 4145.3 (for military air shipments).

(3) If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

(4) A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

(i) Heat Treatment and Marking of Wood Packaging Materials: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program. In addition, wood used as dunnage for blocking and bracing shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.

(j) Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

(k) SUPPLEMENTAL INSTRUCTIONS: n/a

[End of Clause]

D-3	252.211-7006	RADIO FREQUENCY IDENTIFICATION (reflects DoD Class Deviation 2006-00003)	MAY/2006
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Note: This clause requires contractors to affix passive (as defined in the clause) RFID tags at the case and palletized unit load level when shipping parts to the depots shown in paragraph b(1)(ii) below. "New Cumberland" is a part of Susquehanna. Shipments to New Cumberland require RFID tagging where the DoDAAC is either W25G1U or SW3124. Procurement Technical Assistance Centers (PTACs) <http://www.dla.mil/db/procurem.htm> can assist contractors with this RFID requirement. Check with one in your region.

(a) Definitions. As used in this clause

Advance shipment notice means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

Bulk commodities means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

Case means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

Electronic Product Code\ '99 (EPC) means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC data consists of an EPC (or EPC identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC tags. In addition to this standardized data, certain classes of EPC tags will allow user-defined data. The EPC tag data standards will define the length and

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position of this data, without defining its content.

EPCglobal\'99 means a joint venture between EAN International and the Uniform Code Council to establish and support the EPC network as the global standard for immediate, automatic, and accurate identification of any item in the supply chain of any company, in any industry, anywhere in the world.

Exterior container means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

Palletized unit load means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

Passive RFID tag means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response.

- (1) Until February 27, 2007, the acceptable tags are
 - (i) EPC Class 0 passive RFID tags that meet the EPCglobal Class 0 specification; and
 - (ii) EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 specification. This includes both the Generation 1 and Generation 2 Class 1 specifications.
- (2) Beginning March 1, 2007, the only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 Generation 2 specification. Class 0 and Class 1 Generation 1 tags will no longer be accepted after February 28, 2007.

Radio Frequency Identification (RFID) means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

Shipping container means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

- (b)
 - (1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case and palletized unit load packaging levels, for shipments of items that
 - (i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:
 - (A) Subclass of Class I Packaged operational rations.
 - (B) Class II Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.
 - (C) Class IIIP Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.
 - (D) Class IV Construction and barrier materials.
 - (E) Class VI Personal demand items (non-military sales items).
 - (F) Subclass of Class VIII Medical materials (excluding pharmaceuticals, biologicals, and reagents).
 - (G) Class IX Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and
 - (ii) Are being shipped to any of the following locations:
 - (A) Defense Distribution Depot, Susquehanna, PA: DoDAAC W25G1U or SW3124.

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- (B) Defense Distribution Depot, San Joaquin, CA: DoDAAC W62G2T or SW3224.
- (C) Defense Distribution Depot, Albany, GA: DoDAAC SW3121.
- (D) Defense Distribution Depot, Anniston, AL: DoDAAC W31G1Z or SW3120.
- (E) Defense Distribution Depot, Barstow, CA: DoDAAC SW3215.
- (F) Defense Distribution Depot, Cherry Point, NC: DoDAAC SW3113.
- (G) Defense Distribution Depot, Columbus, OH: DoDAAC SW0700.
- (H) Defense Distribution Depot, Corpus Christi, TX: DoDAAC W45H08 or SW3222.
- (I) Defense Distribution Depot, Hill, UT: DoDAAC SW3210.
- (J) Defense Distribution Depot, Jacksonville, FL: DoDAAC SW3122.
- (K) Defense Distribution Depot, Oklahoma City, OK: DoDAAC SW3211.
- (L) Defense Distribution Depot, Norfolk, VA: DoDAAC SW3117.
- (M) Defense Distribution Depot, Puget Sound, WA: DoDAAC SW3216.
- (N) Defense Distribution Depot, Red River, TX: DoDAAC W45G19 or SW3227.
- (O) Defense Distribution Depot, Richmond, VA: DoDAAC SW0400.
- (P) Defense Distribution Depot, San Diego, CA: DoDAAC SW3218.
- (Q) Defense Distribution Depot, Tobyhanna, PA: DoDAAC W25G1W or SW3114.
- (R) Defense Distribution Depot, Warner Robins, GA: DoDAAC SW3119.
- (S) Air Mobility Command Terminal, Charleston Air Force Base, Charleston, SC: Air Terminal Identifier Code CHS.
- (T) Air Mobility Command Terminal, Naval Air Station, Norfolk, VA: Air Terminal Identifier Code NGU.
- (U) Air Mobility Command Terminal, Travis Air Force Base, Fairfield, CA: Air Terminal Identifier Code SUU.

(2) Bulk commodities are excluded from the requirements of paragraph (b)(1) of this clause.

(c) The Contractor shall ensure that

(1) The data encoded on each passive RFID tag are unique (i.e., the binary number is never repeated on any and all contracts) and conforms to the requirements in paragraph (d) of this clause;

(2) Each passive tag is readable; and

(3) The passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the most recent EPC\ '99 Tag Data Standards document, available at http://www.epcglobalinc.org/standards_technology/specifications.html.

(1) If the Contractor is an EPCglobal\ '99 subscriber and possesses a unique EPC\ '99 company prefix, the Contractor may use any of the identity types and encoding instructions described in the most recent EPC\ '99 Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD Identity Type, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) Code and shall encode the tags in accordance with the tag identity type details located at http://www.acq.osd.mil/log/rfid/tag_data.htm. If the Contractor uses a third party packaging house to encode its tags, the CAGE code of

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the third party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor is responsible for ensuring that each tag contains a globally unique identifier.

(e) Receiving report. The Contractor shall electronically submit advance shipment notice(s) with the RFID tag identification (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at http://www.acq.osd.mil/log/rfid/advance_shipment_ntc.htm.

[End of Clause]

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.209-3	FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989))	SEP/1989

(a) The Contractor shall test 3 unit(s) of Contract Line Item 1001AA, 1002AA, 1003AA, 1004AA, 1005AA and 1006AA as specified in this contract. At least 10 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 180 calendar days from the date of this contract or as otherwise proposed by the contractor and accepted by the Government, to: Denise Mika, US Army TACOM LCMC 6501 E. Eleven Mile Rd. Warren, MI 48397 MAILSTOP 509

Brian Lesko, US Army RDECOM ARDEC AMSRD-AAR-QEW-A Building 62 North Picatinny, NJ 07806-5000
Paladin Systems Office SFAE-GCS-HBCT-F Bldg 162 N 2nd Floor Picatinny, NJ 0786--5000

Marked FIRST ARTICLE TEST REPORT: Contract No. _____; Contract Line Item Number _____.

Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the DEFAULT clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the CHANGES clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waive.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

[End of Clause]

TACOM ADDENDUM:

For purposes of this contract, interpret Paragraph (g) above to mean that the PCO hereby authorizes you to purchase all material and components necessary to produce the production quantity.

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[End of Addendum]

E-4 52.209-4000 NOTICE REGARDING FIRST ARTICLE TEST SAMPLE MAR/2000
(TACOM)

(a) The approved first article items, as described elsewhere in this contract, consist of a quantity of 0 that will be consumed or destroyed in testing. Any items consumed or destroyed in testing shall not be delivered as part of the contractually required quantity as set forth in the schedule. The cost of any items that are consumed or destroyed shall be included in the overall offer or contract price. A quantity of 3 that successfully passes all specified tests, less the destructive tests, if any, SHALL serve as a manufacturing standard for the remainder of the contract.

(b) A manufacturing standard is an item, which conforms to all technical performance requirements. A manufacturing standard will serve as 1) an aid in identifying configuration changes not controlled by the contractual design. 2) as an aid in identifying any process changes, or 3) as the approved workmanship sample, when required, unless alternate samples are submitted for specific characteristics by the Contractor and approved by the Government.

(c) The manufacturing standard will only be used to supplement contractual acceptance/rejection criteria for those process characteristics that require approved workmanship samples. For other characteristics, if configuration or process changes are identified in production units, the contractor will notify the contracting officer for disposition. Manufacturing items that serve as a manufacturing standard may be delivered as part of the contractual quantity with the last shipment made under this contract provided it meets all contractual requirements existing at time of delivery.

[End of Clause]

E-5 52.209-4333 INSPECTION AND ACCEPTANCE (FIRST ARTICLE APPROVAL) APR/2006
(TACOM)

In addition to inspection requirements specified in applicable drawings and/or specifications, the following provisions shall apply to this contract:

(1) FIRST ARTICLE APPROVAL-CONTRACTOR TESTING: First Article Approval-Contractor Testing shall be performed in accordance with: 0002AA PDCU IS PRF12999083; 0003AA KEYPAD IS PRF12999084; 0004AA PCU-2 IS PRF12999085; 0005AA DOPPLER ANTENNA RADAR IS PRF12999104.

(2) The First Article Test Report (FATR) shall be compiled by the contractor to the contractor's own format. The FATR shall document the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The FATR shall include actual inspections and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and Quality Assurance Provision (QAP) requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The FATR shall contain sufficient narrative content, technical data, illustrations or photographic evidence, and an objective determination by the contractor to allow the designated Government representative to determine that the First Article Test was successfully completed.

[End of Clause]

E-6 52.246-4025 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM MAY/2005
(TACOM) REQUIREMENT

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of contract performance.

(b) Your quality system under this contract shall be in accordance with the quality system indicated by an X below:

- [X] ISO 9001:2000 (tailored: delete paragraph 7.3) or comparable quality system
- [] ISO 9001:2000 (untailored) or comparable quality system
- [] ISO 9001:2000 (tailored: delete paragraphs -1-) or comparable quality system

If you intend to use a system comparable to ISO 9001:2000, please identify your quality system below. You may use an in-house quality system, or one based on a commercial, military, national, or international system.

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In addition to identifying your proposed system in the space above, you must attach a description of this system to your offer in response to the solicitation, so that we can assess its suitability. If you receive a contract award, your proposed system will be required by the contract.)

(c) Certification of compliance or registration of the quality system you identify above, by an independent standards organization or auditor does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contractual requirements.

[End of Clause]

E-7	52.209-4012	NOTICE REGARDING FIRST ARTICLE	APR/2000
	(TACOM)		

(a) Notwithstanding the provisions for waiver of first article, an additional first article sample (or portion thereof) may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of one year, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply.

(b) When any of the conditions above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample (or portion thereof), and instructions can be provided concerning the submission, inspection, and notification of results.

(c) Costs of any additional testing and inspection resulting from conditions specified above shall be borne by the Contractor, unless the change was directed by the Government. Further, any production delays caused by additional testing and inspection will not be the basis for an excusable delay as defined in the default clause of this contract. Such delays shall not form the basis for adjustment in contract price or delivery schedule.

[End of Clause]

E-8	52.211-4016	CARC PAINT-PRETREATMENT REQUIREMENTS FOR FERROUS, GALVANIZED AND	DEC/2005
	(TACOM)	ALUMINUM SURFACES	

(a) Ferrous and galvanized surfaces shall be cleaned and pretreated with a Type 1, zinc phosphate system per TT-C-490. Alternate pretreatment systems for ferrous substances must meet the performance tests specified in paragraphs 3.5.7, 3.5.8, 4.2.7, and 4.2.8 of TT-C-490.

Corrosion resistance tests on steel substrates will be conducted on a monthly basis using two test coupons. This test frequency shall begin once the process has been found to be in statistical control.

Unless otherwise specified, MIL-P-53022 and -53030 primers on steel substrates shall be salt spray tested for 336 hours (ASTM B117). All electrocoat primers on steel substrates shall be tested for 1000 hours. Test coupons shall be scraped at a 30 degree contact angle (approximate), with a one inch (approximate) metal blade such as a putty knife, between 24 and 168 hours after removal from the neutral salt spray cabinet for coupon evaluation. All TT-C-490E (Type I) zinc phosphate pretreatment systems must be documented and approved by the procuring activity prior to use. The procedure containing all the elements specified in paragraph 3.2 of TT-C-490 shall be available for review at the applicator's facility.

The prime contractor shall notify the procuring activity no less than 45 days prior to start of pretreatment and painting that the procedure is available for review and approval. Qualification will consist of verification that the process with its controls can meet the performance requirements in the specification.

Re-qualification of the process shall be required if the process is changed outside the limits defined in the TACOM letter of system approval provided to the application facility.

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Note: Zinc phosphate systems for galvanized surfaces require different controls than those for steel. Hot dipped galvanized surfaces are highly prone to chloride contamination from the galvanizing flux process. This contaminant must be removed prior to pretreatment for the coating system to pass these performance tests. The test coupons must duplicate the production painting process as closely as possible. If production is force cured, test coupons shall be cured in an identical manner.

(b) Qualification and control of pretreatment systems for galvanized substrates shall be performed using Accelerated Corrosion Test protocol contained in GM 9540P rather than salt spray. Test coupons with pretreatment and primer only shall be cured for seven days, and then scribed through the primer to the substrate. After 40 cycles of test exposure, the test coupons shall be scraped at a 30 degree contact angle (approximate), with a one inch (approximate) metal blade such as a putty knife, both parallel and perpendicular to the scribe after removal from the test chamber for coupon evaluation. There shall be no more than 3 mm of corrosion, blistering, or loss of paint adhesion from the scribe line and no more than 5 blisters in the field with none greater than 1 mm diameter. This test shall be performed at three month intervals (two test coupons) to ensure that the process remains in control.

(c) Aluminum substrates require a chromate conversion coating per MIL-C-5541E (or alternate, see note below). If any other alternate pretreatment is considered, it must pass 120 cycles of GM9540P with a design of experiments test matrix approved by the procuring activity. After completion of the cyclic salt environment exposure, the panels shall be scraped as described above, and shall have no more than 0.5 mm paint loss (creep-back) from the scribe. In addition, there shall be no more than 5 blisters in the field with none larger than 1mm diameter. After completion of the 120 cycle corrosion resistance test evaluation, each test panel will be subjected to cross hatch tape test (ASTM D3359, method b 6 cut pattern. minimum tape adhesion rating of 45 oz. per inch of width) and shall be done no closer than 12 mm from any panel edge or the scribe. The removal of two or more complete squares of primer shall constitute failure. Any alternate system must demonstrate its ability to pass both corrosion and adhesion tests on 5 consecutive days of production to be considered acceptable.

For information purposes:

Note: The only alternative products which have demonstrated their ability to meet these requirements for 5000 and 6000 series aluminum alloys are Alodine 5200 and Alodine 5700. Documented process controls shall be established which comply with the manufacturer's technical bulletin. Spray-to-waste systems will require fewer process controls than an immersion process.

(d) The use of TT-C-490E Type III: Vinyl Wash Primer (DOD-P-15328) has hexavalent chromium content and high VOC level. Bonderite 7400 is an approved, environmentally friendly alternative for wash primer. The application and control process shall be documented. This product is subject to the same salt spray requirements as a zinc phosphated product. The number of process controls for this product is dependent upon its method of application. The specific controls shall be in agreement with the product manufacturer's technical bulletin to provide the level of performance required for zinc phosphated substrates. Spray-to-waste applications will require fewer process controls than an immersion process.

(e) Acceptance of production painted parts is contingent upon the painted surface meeting the dry film thickness and cross hatch adhesion requirements. The CARC painted surface shall be free of any blisters, pores or coverage voids.

E-9	52.211-4029	INTERCHANGEABILITY OF COMPONENTS	MAY/1994
	(TACOM)		

(a) DESIGN CHANGES TO ITEMS NOT UNDER GOV'T DESIGN CONTROL. Once the Government accepts the first production test item, or accepts the first end item you deliver, (whichever comes first) you must not make design changes to any item or part that is not under Government design control.

(b) WHEN THE POLICY CAN BE WAIVED. The Procuring Contracting Officer (PCO) will consider waiving this policy at your request. If your request reaches the CO after the first production item test has been performed, then we may conduct another first production test at your expense.

(c) PRODUCTION OR DELIVERY DELAYS. Any production or delivery delays caused by this retesting will not be the basis for:

- (1) an "excusable delay" as defined in the DEFAULT clause of this contract.
- (2) be the basis for an increase in contract price or delivery schedule extension.

[End of clause]

E-10	52.211-4030	BASIC APPLICATION AND TESTING REQUIREMENTS FOR CHEMICAL AGENT	DEC/2005
	(TACOM)	RESISTANT COATINGS (CARC) ON METALLIC SURFACES	

(a) Scope: The requirements contained herein apply whenever any CARC topcoats and primers as specified in MIL-DTL-53072 are cited

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-07-R-0310 MOD/AMD</p>	<p style="text-align: center;">Page 65 of 110</p>
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in the contract.

(b) CARC Primers: Select Army Research Laboratories (ARL) approved powder coat primers can also be used as a replacement for liquid primers such as MIL-P-53022 and MIL-P-53030 primers. Any part that has rust, mill scale, or any other surface contamination must be cleaned prior to the application of any coating IAW TT-C-490.

(c) End-Item Inspection. After the complete paint finish has been applied and cured* (see note below), the Contractor shall test and inspect two units per lot for (i) workmanship, (ii) total paint film thickness, and (iii) paint adhesion. Unless otherwise agreed to between the Contractor and the Government quality assurance representative, a lot shall be defined as all units submitted for final Government acceptance at one time. The use of test panels in lieu of actual production units is prohibited.

At final inspection, the cumulative total paint film thickness of pretreatment, primer, and topcoat shall be the sum of the minimum and maximum thicknesses for individual elements of the paint finish as specified in MIL-DTL-53072. The specific number of test locations shall be agreed to by the Government quality assurance representative in advance. In addition, two locations on each sample unit shall be selected to conduct the scribe tape test. The test locations shall be routinely varied among the following:

- (1) Directly adjacent to a weld.
- (2) On or directly adjacent to a machine cut or sheared edge.
- (3) On any mechanically formed surface when lubricants/drawing compounds were used.
- (4) On paint touch-up areas.

The precise location for each scribe tape shall be in an inconspicuous location that has been accepted by the Government quality assurance representative before the test is conducted.

Upon completion of the scribe tape test, the scribe marks shall be feathered into the adjacent area and touched up with the required topcoat so that the tested area conforms to the requirements total DFT specified in MIL-DTL-53072.

*NOTE: The complete paint finish is defined as the pretreatment, primer, and topcoat applied to the substrate. Curing of the complete paint finish is dependent upon temperature, humidity, and paint film thickness. The time necessary to achieve sufficient adhesion to pass the scribe tape test must be determined by each facility. For purposes of this test, curing at ambient temperature will take 24 days. To accelerate the curing for purposes of product acceptance, the following procedure may be followed: Cure at 190 to 210 degrees Fahrenheit for three hours (this is time at temperature and is therefore material thickness dependent), followed by 7 days at 65 degrees F minimum.

(d) Test Methods:

(1) The gage shall be capable of being calibrated. If no other calibration specification or requirement is identified elsewhere in this contract, then the gage shall be calibrated in accordance with ISO 10012.

- (2) Scribe Tape Test. Shall be IAW ASTM D 3359 Method B, six (6) cut pattern.

(e) Acceptance Criteria:

(1) Film Thickness. All applicable surfaces shall have complete paint coverage. A minimum of 95% of the surfaces shall meet the minimum and maximum, cumulative dry film thickness requirements. Failure of this test shall result in rejection of the production lot that it represents.

(2) Scribe Tape Test (Adhesion). The removal of two or more complete squares of top coat, or top coat-primer-pretreatment combination constitutes failure and the production lot is rejected. Removal of overspray does not constitute test failure.

(f) CHEMICAL AGENT RESISTANT COATING (CARC) ON WOOD COMPONENTS.

(1) Wood shall be treated and painted IAW MIL-DTL-53072 section 3.3.4. After treatment, the wood shall provide a paintable surface as described by the paint-ability requirements of Spec TT-W-572, except that the wood species, treatment, and paint shall be the same as furnished for this contract.

(2) After demonstrating that the paint adhesion requirements are met, and Government inspection/acceptance of this item has occurred, any subsequent flaking and peeling of paint from the wood shall not be considered a defect unless the Government establishes that the flaking and/or peeling of the paint was caused by defective workmanship in the application of the paint or the preparation of the painted surface.

[End of Clause]

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(TACOM)

The Government's inspection of the supplies offered under this order shall take place at ORIGIN. The Government's acceptance of the supplies offered under this order shall take place at DESTINATION. Offeror must specify below the exact name and address of his facility, or his subcontractor's facility, where supplies to be furnished under this order will be available for origin inspection.

Contractor's Plant: _____
(Name and Address)

Subcontractor's Plant: _____
(Name and Address)

[End of Clause]

E-12 52.246-4048 DRAWINGS FOR INSPECTION FEB/2007
(TACOM)

The Contractor shall make available to the Government Inspector, at the time of production inspection, legible drawings and printed specifications to which the product was manufactured. These drawings and specifications shall be annotated as to the latest revision incorporated therein. Upon completion of product inspection and acceptance by the Government Inspector, all drawings and specifications will be returned to the Contractor.

If the contractor is not the actual manufacturer of the item being procured (i.e dealer, distributor, etc.), and is unable to provide the drawings, a Certificate of Conformance (COC) as outlined in FAR 52.246-15 is acceptable in lieu of the drawings/specifications. The COC must specify both the drawing and specification revision designations (e.g., Revision C) of the items being provided.

[End of Clause]

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-34	F.O.B. DESTINATION	NOV/1991
F-5	52.242-4457 (TACOM)	DELIVERY SCHEDULE FOR DELIVERY ORDERS	SEP/2006

(a) Offers that propose a delivery schedule that will not clearly fall within the applicable required delivery schedule specified below MAY BE CONSIDERED NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD. If you believe that the delivery schedule or monthly maximum quantity is unrealistic, contact the buyer listed on the cover sheet of this solicitation at least 14 days prior to solicitation closing date.

(b) DEFINITIONS:

(1) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.

(2) DELIVERY is defined as follows:

FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or

FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.

(c) The Government requires deliveries according to the following schedule on all orders:

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE:

- (i) If FAT is required, start deliveries 330 days after the delivery order date; or
- (ii) If FAT is not required or FAT is waived, start deliveries 150 days after delivery order date.
- (iii) You will deliver a maximum of 18 units every thirty days.
- (iv) You can deliver more than the maximum number of units every thirty days at no additional cost to the government.

(d) If the offeror does not propose an accelerated delivery schedule, the required delivery schedule above will apply. If you wish to propose an accelerated delivery schedule at no additional cost, fill in the appropriate information here:

(1) CONTRACTOR PROPOSED ACCELERATED DELIVERY SCHEDULE:

- (i) If FAT is required, deliveries will start ____ days after the delivery order date; or
- (ii) If FAT is not required or FAT is waived, deliveries will start ____ days after delivery order date.
- (iii) We will deliver a maximum of ____ units every thirty days.

(e) You can accelerate delivery after contract award at no additional cost to the government.

[End of Clause]

F-6	52.247-4457 (TACOM)	LONG TERM CONTRACTS - FOB DESTINATION	OCT/1999
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For the purpose of offerors compiling FOB Destination offers, the final destination for the supplies will be one or more of the following destinations; in the following estimated percentages, if listed:

Kinard Warehouse
250 North Zanfross Drive

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York, PA 17404

F-7 52.211-16 VARIATION IN QUANTITY APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

 ZERO percent increase; and
 ZERO percent decrease.

(c) This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

F-8 52.247-4017 DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR MAY/2004
(TACOM) ADDRESSES

Rail/ Motor <u>SPLC*</u>	MILSTRIP Address <u>Code</u>	Rail <u>Ship To:</u>	Motor <u>Ship To:</u>	Parcel Post <u>Mail To:</u>
206721/ 209405	W25G1U	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001

NOTE: All deliveries to New Cumberland MUST be scheduled at least 10 days prior to the delivery date. The carrier or contractor must call the New Cumberland DDSP customer service number, 800-307-8496 and provide the following information: contract number, item name, National Stock Number, total weight and cube, and vendor. All shipments to this MILSTRIP address code (W25G1U) are for mission stock and they will need to know that as well, but if you have instructions from the Contracting Officer to use MILSTRIP address code W25N14 instead, you must inform the appointment-taker that the delivery is for Consolidation and Containerization Point (CCP) stock. Appointments for FOB Origin shipments should be coordinated with DCMA Transportation.

875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot,	Transportation Officer Tooele Army Depot,	Transportation Officer Tooele Army Depot,

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Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004
G-2	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991

(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G-3	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
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When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

[End of Clause]

G-4	52.204-4011 (TACOM)	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS)	OCT/2005
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In accordance with DFARS PGI 204.7108, the contract shall be paid in accordance with DFARS PGI 204.7108(d)(5), line item specific by cancellation date.

[End of Clause]

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
H-2	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-3	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-4	252.211-7000	ACQUISITION STREAMLINING	DEC/1991
H-5	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	JUN/2005
H-6	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-7	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2005
H-8	252.225-7013	DUTY-FREE ENTRY	JUN/2005
H-9	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
H-10	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
H-11	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-12	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-13	252.246-7001	WARRANTY OF DATA	DEC/1991
H-14	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	SEP/2004

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: <http://contracting.tacom.army.mil/awd.htm>
Rock Island: <https://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/dbi/DynCBD/award.cfm>
Red River Army Depot: <http://www.redriver.army.mil/contractingframes/RecentAwards.DPD.cfm>
Anniston Army Depot: <http://www.anadprocnet.army.mil/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

H-15	52.246-4026 (TACOM)	LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS	SEP/2006
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(a) The Contractor may use either the Material Inspection and Receiving Report (DD 250) or Wide Area Workflow (WAWF) to process receiving reports for inspection, acceptance, and payment. Use only one method per contract; not both.

(b) If you are using the Material Inspection and Receiving Report (DD 250), use one of the following methods to send each DD 250 pertaining to this contract to us:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract. These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F. The DD250 form may be found, in three different formats, on the World Wide Web at <http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfopage2126.html>

(c) If you are using Wide Area Workflow (WAWF) instead of DD 250s, we may require copies of the WAWF Receiving Report, Bills of Lading, or other documentation to resolve delinquencies, payment issues, or other administrative issues. If this documentation is requested, use the same email address or fax number shown in paragraph (b) above to submit the information. No copies of the WAWF Receiving Report are required unless specifically requested by the PCO, buyer, or other appropriate government official.

[End of Clause]

H.1 Pass-through Warranties (if applicable):

To the extent the Contractors suppliers normally provide a commercial or trade practices warranty, the Contractor shall pass the identical warranty to the Government. The contractor shall be responsible for administering all pass-through warranties to the terms of the supplier warranty. Pass-through warranties will start at the time specified by the Contractor's suppliers. All remedies which the Government may seek as the result of such pass-through warranties will be brought against the Contractor and the Contractor shall administer such remedies in accordance with the supplier warranty terms and conditons. The cost for the warranty will be included in the price of each item.

*** END OF NARRATIVE H 0001 ***

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES	JUL/2004
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
I-12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-17	52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	OCT/1997
I-18	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-19	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-20	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	SEP/2006
I-21	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-22	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-23	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2006
I-24	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-25	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-26	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-27	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-28	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-29	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-30	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
I-31	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-32	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-33	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-34	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB/2006
I-35	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-36	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-37	52.227-3	PATENT INDEMNITY	APR/1984
I-38	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-39	52.229-6	TAXES--FOREIGN FIXED-PRICE CONTRACTS	JAN/1991
I-40	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-41	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR/2005
I-42	52.232-1	PAYMENTS	APR/1984
I-43	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-44	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-45	52.232-11	EXTRAS	APR/1984
I-46	52.232-16	PROGRESS PAYMENTS	APR/2003
I-47	52.232-16	PROGRESS PAYMENTS (Alternate III dated April 2003, does not apply to small businesses)	APR/2003
I-48	52.232-17	INTEREST	JUN/1996
I-49	52.232-25	PROMPT PAYMENT	OCT/2003
I-50	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003

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I-51	52.232-23 (ALT 1)	ASSIGNMENT OF CLAIMS (Alternate I version dated April 1984)	JAN/1986
I-52	52.233-1	DISPUTES	JUL/2002
I-53	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-54	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-55	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-56	52.242-13	BANKRUPTCY	JUL/1995
I-57	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-58	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-59	52.244-2	SUBCONTRACTS	AUG/1998
I-60	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-61	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	SEP/2006
I-62	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-63	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-64	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-65	52.248-1	VALUE ENGINEERING	FEB/2000
I-66	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-67	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-68	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-69	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	DEC/2004
I-70	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-71	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-72	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	NOV/2005
I-73	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-74	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-75	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004
I-76	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (Alternate I dated April 2003)	JUN/2005
I-77	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-78	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAR/2006
I-79	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
I-80	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-81	252.225-7042	AUTHORIZATION TO PERFORM	APR/2003
I-82	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-83	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
I-84	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-85	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-86	252.227-7020	RIGHTS IN SPECIAL WORKS	JUN/1995
I-87	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995
I-88	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-89	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-90	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
I-91	252.232-7010	LEVIES ON CONTRACT PAYMENTS	SEP/2005
I-92	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-93	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-94	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	NOV/2005
I-95	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-96	52.216-18	ORDERING	OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the Date of Contract Award through five years from the date of contract award.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery

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order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

I-97 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 18 for CLINs 0001AA through 0006AA and 1 for CLINs 0007AA through 0011AA, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 254.

(2) Any order for a combination of items in excess of 254; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

I-98 52.216-22 INDEFINITE QUANTITY OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the ORDER LIMITATIONS clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed by the Contractor within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 6 1/2 years after Contract Award.

[End of Clause]

I-99 52.223-7 NOTICE OF RADIOACTIVE MATERIALS JAN/1997

(a) The Contractor shall notify the Contracting Officer or designee, in writing 60 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity

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of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

- (1) Be submitted in writing;
- (2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
- (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

[End of Clause]

I-100 52.204-7 CENTRAL CONTRACTOR REGISTRATION JUL/2006

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record ``Active''. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS+4 followed by the DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

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(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/> ; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Governments reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(1)

(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.
The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.

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(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractors CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.

(g) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

[End of Clause]

I-101 52.219-4 NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS JUL/2005

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[] Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

[End of Clause]

I-102 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR DEC/2004

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FEEES

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov> .

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

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(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

[End of Clause]

I-103 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-104 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-105 252.223-7001 HAZARD WARNING LABELS DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the

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following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.)

ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

[End of Clause]

I-106 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:
<http://contracting.tacom.army.mil/ebidnotice.htm>

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

I-107 52.219-4070 PILOT MENTOR-PROTEGE PROGRAM APR/2006

(a) The Pilot Mentor-Protege Program does not apply to small business concerns.

(b) Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the Program) is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be

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eligible for cost reimbursement or credit against their applicable subcontracting goals.

(c) Mentor firms are encouraged to identify and select concerns that are defined as emerging small business concerns, small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, veteran-owned small business or an eligible entity employing the severely disabled.

(d) Full details of the program are located at [http://www.acq.osd.mil/sadbu/mentor protege/](http://www.acq.osd.mil/sadbu/mentor%20protege/), <http://sellingtoarmy.info/>, DFARS Appendix I, and DFARS Subpart 219.71, "Pilot Mentor-Protege Program."

(e) For additional questions after reviewing the information provided, contact the Office of Small Business Programs serving your area.

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST	28-MAR-2007	010	ELECTRONIC
				IMAGE
Attachment 001	PAST PERFORMANCE QUESTIONNAIRE	29-MAR-2007	002	ELECTRONIC
				IMAGE
Attachment 002	PRICING FILL-IN WORKSHEET	05-MAR-2007	001	ELECTRONIC
				IMAGE
Attachment 003	PERFORMANCE SPECIFICATION PALADIN DIGITAL COMPUTER UNIT (CD)	15-MAR-2007	075	
Attachment 004	PERFORMANCE SPECIFICATION KEYPAD (CD)	15-MAR-2007	039	
Attachment 005	PERFORMANCE SPECIFICAITON MUZZLE VELOCITY RADAR SYSTEM (CD)	15-MAR-2007	019	
Attachment 006	PERFORMANCE SPECIFICATION POWER CONDITIONING UNIT 2 (CD)	15-MAR-2007	036	
Attachment 007	DATA DELIVERY DESCRIPTION NOR	28-MAR-2007	002	ELECTRONIC
				IMAGE
Attachment 008	DATA DELIVERY DESCRIPTION RFD	28-MAR-2007	004	ELECTRONIC
				IMAGE
Attachment 009	ECP L07P2002 (CD)	05-APR-2007	007	
Attachment 010	DRAWINGS AS LISTED IN C.3.3.1 ON CDROM	11-APR-2007		
Attachment 011	ECP H05P2003 (CD)	05-APR-2007	044	

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	SEP/2004
K-2	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUL/1995
K-3	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-4	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN/2006

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 336992.

(2) The small business size standard is 1,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

<u>FAR Clause</u>	<u>Title</u>	<u>Date</u>	<u>Change</u>
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

[End of Provision]

K-5	52.215-4005 (TACOM)	MINIMUM ACCEPTANCE PERIOD	OCT/1985
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(a) ACCEPTANCE PERIOD, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of offers.

(b) The Government requires a minimum acceptance period of 90 calendar days.

(c) In the space provided immediately below, offers may specify a longer acceptance period than the Government's minimum requirement.

The offeror allows the following acceptance period: _____ calendar days.

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(d) An offer allowing less than the Government's minimum acceptance period may be rejected.

(End of clause)

K-6 52.207-4 ECONOMIC PURCHASE QUANTITY -- SUPPLIES AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals, or quotations are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>
_____	_____	_____	_____
_____	_____	_____	_____

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

[End of Provision]

K-7 52.225-18 PLACE OF MANUFACTURE SEP/2006

(a) Definitions. As used in this clause

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly

- (1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) ☐ Outside the United States.

(End of provision)

K-8 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION JUN/2000

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Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III. Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract. If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[] (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.
(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[] (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

[] (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

[] (4) Certificate of Interim Exemption. The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

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- (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

- ☐ yes
☐ no

[End of Provision]

K-9 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES APR/2005

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

☐ Yes ☐ No

If the offeror checked "Yes" above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

[End of Provision]

K-10 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE JUN/2005

(a) Definitions. "Domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

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- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.
- (c) Certifications and identification of country of origin.
- (1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that-
- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
<hr/>	<hr/>
<hr/>	<hr/>

(3) The following end products are other foreign end products:

Line Item Number	Country of Origin (If known)
<hr/>	<hr/>
<hr/>	<hr/>

[End of Provision]

K-11 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

- (b) Representation. The Offeror represents that it--
- [] Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- [] Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- (c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

[End of Provision]

K-12 52.204-4007 OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE MAR/2001
(TACOM)

(a) If you have a data fax number, please provide it below.

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(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website: <http://www.ccr.gov/>

[End of Provision]

K-13 52.215-4010 AUTHORIZED NEGOTIATORS JAN/1998
(TACOM)

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

<u>NAME</u>	<u>TITLE</u>	<u>TELEPHONE NUMBER</u>
_____	_____	_____
_____	_____	_____

[End of Provision]

K-14 52.223-4002 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) DEC/1993
(TACOM)

(a) Definitions.

(1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as reproduced below:

- (i) chlorofluorocarbon-11 (CFC-11)
- (ii) chlorofluorocarbon-12 (CFC-12)
- (iii) chlorofluorocarbon-13 (CFC-13)
- (iv) chlorofluorocarbon-111 (CFC-111)
- (v) chlorofluorocarbon-112 (CFC-112)
- (vi) chlorofluorocarbon-113 (CFC-113)
- (vii) chlorofluorocarbon-114 (CFC-114)
- (viii) chlorofluorocarbon-115 (CFC-115)
- (ix) chlorofluorocarbon-211 (CFC-211)
- (x) chlorofluorocarbon-212 (CFC-212)
- (xi) chlorofluorocarbon-213 (CFC-213)
- (xii) chlorofluorocarbon-214 (CFC-214)
- (xiii) chlorofluorocarbon-215 (CFC-215)
- (xiv) chlorofluorocarbon-216 (CFC-216)
- (xv) chlorofluorocarbon-217 (CFC-217)
- (xvi) halon-1211
- (xvii) halon-1301
- (xviii) halon-2402
- (xix) carbon tetrachloride
- (xx) methyl chloroform
- (xxi) Methyl bromide
- (xxii) hydrobromofluorocarbons (HBFCs)
- (xxiii) All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.

Name of Offeror or Contractor:

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.

(c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.

(1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.

(2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.

(d) Please summarize your own review of our specification/technical data package, by completing the following:

(1) During our review of the specification or technical data package in this solicitation, we--

[] have
[] have not

found any direct requirements to use any CIODS. (If have is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>

(2) Further, in our review of the specification or technical data package in this solicitation, we--

[] have
[] have not

found any indirect requirements to use any CIODS. (Offerors who check have above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>

(e) Offerors who check have in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.

(f) If you checked have in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:

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--One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.

--The second price/offer, labeled without CIODS, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.

(g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

[End of Provision]

K-15 52.225-4003 IDENTIFICATION OF SUPPLY CONTRACT/SUBCONTRACT(S) WITH A UNITED KINGDOM (UK) FIRM IN EXCESS OF \$1 MILLION MAR/1990
(TACOM)

(a) The offeror shall indicate, by check mark, if one or more of the statements at (i) or (ii) below applies to this supply solicitation/contract. (Statement (ii) below must be reviewed and, if applicable, checked by all offerors, whether they themselves are or are not located in the United Kingdom (U.K.)

(i) ☐ I AM a U.K. firm contracting in excess of \$1 million and the estimated total of levies contained in the offered price is: \$_____.

(ii) ☐ I expect to award one or more subcontract(s) totaling over \$1 million to a U.K. vendor.

(b) The offeror shall identify each U.K. subcontractor applicable to the statement at (ii) above in the space provided below.

Name	Address	Est. Value Of Subcontract	Est. Total of Levies Incl. In Price
_____	_____	_____	_____
_____	_____	_____	_____

(c) The Government intends to secure a waiver of all levies contained within the proposed price of supply contracts and subcontract(s) with U.K. firms. In the event such levies are waived, the Government and Contractor will execute a modification to this contract to reflect the dollar reduction as a result of the waiver.

(d) It is understood and agreed that the offeror's failure to complete the above certification shall constitute a representation that the offeror (i) is not a U.K. contractor, and (ii) will not execute any subcontracts valued over \$1 million with U.K. subcontractors.

[End of Provision]

K-16 52.245-4004 CERTIFICATION OF GOVERNMENT-OWNED PROPERTY FOR POSSIBLE USE AND EVALUATION FACTOR FOR USE OF THE GOVERNMENT-OWNED PROPERTY JAN/1991
ALT I

ALL OFFERORS ARE REQUESTED TO COMPLETE THE FOLLOWING REPRESENTATION:

The offeror certifies that there ☐ is
☐ is not

Government-owned property in its plant(s), or in the plant(s) of any of its prospective subcontractors, which, assuming authorization for its use,

☐ will
☐ will not
☐ may or may not (not finally determined as of the date of this offer)

be used in the performance of the contract resulting from this solicitation.

NOTE: Offerors checking is AND will or may or may not above must notify the Government representative listed in Block 7 of the SF 33 at least ten days before the date when offers are due under the solicitation, so that the solicitation can be amended to include the

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appropriate Government property clause(s). If no such notification is given, authorization for the use of such property in this contract may be denied.

OFFERORS CHECKING IS AND WILL ABOVE SHALL ALSO COMPLETE THE FOLLOWING:

(a) Under each line for entries in the Unit Price and the Amount columns in the Schedule (see Section B of this solicitation), offeror shall add the following evaluation factor line and insert the appropriate unit and total price figures if the conditions of subparagraph c. below are met:

Evaluation factor: \$_____ \$_____

(b) Computation of the evaluation factor is explained in the provision in Section M entitled EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY.

(c) An evaluation factor entry is to be made only if:

- (1) The offeror or any subcontractor, at any tier, will use Government-owned property in production for this contract; and
- (2) The offer is predicated on authorized rent-free use of Government-owned property.

(d) An offeror's insertion or non-insertion of an evaluation factor constitutes, respectively, the offeror's certification that his offer is or is not so predicated. The evaluation factor will be added to the offered price for evaluation purposes. See additional provisions concerning Government-owned property in Sections L and M herein.

(e) CAUTION: Rental charges for the use of Government-owned property may accrue, if timely and appropriate approval of rent-free use is not obtained.

[End of Provision]

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Provision]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	JAN/2006
L-2	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990
L-3	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-4	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-5	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION	JAN/2004
L-6	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-7	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-8	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION WITH OFFER	JUN/2005
L-9	252.225-7032	WAIVER OF UNITED KINGDOM LEVIES - EVALUATION OF OFFERS	APR/2003
L-10	52.209-4005 ALT I	CONTRACT PRICE REDUCTION FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL (SEPARATELY-PRICED LINE ITEM)	FEB/1998

(a) All offerors are required to insert an amount for 6001AA, 6002AA, 6003AA, 6004AA, 6005AA and 6006AA which represents the full price for First Article testing.

(b) In addition, those offerors intending to request a waiver of the First Article Approval requirement must comply with the requirements of the provision entitled PROVISION FOR WAIVER OF FIRST ARTICLE APPROVAL. (See elsewhere in this Section L.) If the successful offeror requests and is granted a waiver, the dollar amount entered for 6001AA, 6002AA, 6003AA, 6004AA, 6005AA and 6006AA will be deducted from the total bid or proposal amount. The remaining dollar amount will constitute the price at which award will be made.

[End of Provision]

L-11	52.211-1	AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29	AUG/1998
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(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service
Specifications Section, Suite 8100
470 East L'Enfant Plaza SW
Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

[End of Provision]

Name of Offeror or Contractor:

L-12	52.216-1	TYPE OF CONTRACT
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APR/1984

The Government contemplates award of a FIRM FIXED-PRICE contract resulting from this solicitation.

[End of Provision]

L-13 52.232-18 AVAILABILITY OF FUNDS

APR/1984

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

[End of Provision]

L-14 52.233-2 SERVICE OF PROTEST

AUG/1996

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

USA TACOM-LCMC
ATTN: AMSTA-AQ (Acquisition Center)
(Protest Coordinator)
Warren, MI 48397-5000

or

HQ, Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
9301 Chapek Road, Rm 2-1SE3401
Ft. Belvoir, VA 22060
Facsimile number (703) 806-8866/806-8875

The AMC-Level protest procedures are found at: www.amc.army.mil/amc/command_counsel/protest/protest.html.

If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

Telegraphic transmission of protest will not be authorized, unless specifically approved by the PCO.

(b) The copy of any protest shall be received in the U.S. Army Tank-automotive and Armaments Command office designated above within one day of filing a protest with the GAO.

[End of Provision]

L-15 52.233-4001 HQ-AMC LEVEL PROTEST PROCEDURES
(TACOM)

OCT/2006

(a) Policy: A protest to an AMC forum is a protest to the agency, within the meaning of FAR 33.103. The HQ, AMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

(b) Agency Protest: An AMC Protest may be filed with either, but not both:

(1) The contracting officer designated in the solicitation for resolution of protests, or,

(2) HQ, AMC at the address designated below.

(c) Election of Forum: After an interested party protests an AMC procurement to HQ, AMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQ, AMC-Level protest procedures may not be used and any protest that has been filed will be dismissed.

(d) Protest Decision Authority: The AMC Command Counsel is designated as the HQ, AMC Protest Decision Authority. In the absence of the Command Counsel, the Deputy Command Counsel is designated as the HQ, AMC Protest Decision Authority.

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(e) Time for Filing a Protest: HQ, AMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQ, AMC Office Hours are 8:00 am--4:30 pm Eastern Time. Time for filing any document expires at 4:30 pm, Eastern Time on the last day on which such filing may be made.

(f) Form of Protest: HQ, AMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

(g) Processing of HQ, AMC-Level Protests:

- (1) To file an AMC-level protest, send the protest to:
- HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Road, Rm 2-1SE3401
Ft. Belvoir, VA 22060
- Fax #: (703) 806-8866 or (703) 806-8875

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:
http://www.amc.army.mil:8765/cs.html?url=http%3A//www.amc.army.mil/amc/command_counsel/protestlink.htm>=bid+protest&col=hgamc&n=1

(2) Within 10 working days after the protest is filed, the Contracting Officer, with the assistance of legal counsel, shall file with the HQ, AMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

(3) The HQ, AMC Protest Decision Authority will issue a written decision within 20 working days after the filing of the protest.

(4) The written decision will be binding on the Army Materiel Command and its contracting activities.

(5) For good cause shown, the HQ, AMC Protest Decision Authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within 1 working day of the decision to grant the extension.

(h) Effect of Protest on Award and Performance:

(1) Protests before award: When a protest is filed with HQ, AMC prior to award, a contract may not be awarded unless authorized by the Assistant Deputy Chief of Staff (ADCS) for Acquisition, Contracting and Production Management, HQ, AMC, in accordance with FAR 33.103(f).

(2) Protests after award: When a protest is filed with HQ, AMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.806, the contracting officer shall suspend performance. The HQ, AMC ADCS for Acquisition, Contracting and Production Management may authorize contract performance, notwithstanding the protest, upon a written finding that:

- contract performance will be in the best interests of the United States; or
- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQ, AMC Protest Decision Authority.

(i) Remedies: The HQ, AMC Protest Decision Authority may grant any one or combination of the following remedies:

- (1) terminate the contract;
- (2) re-compete the requirement;
- (3) issue a new solicitation;
- (4) refrain from exercising options under the contract;
- (5) award a contract consistent with statute and regulation;

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(6) pay appropriate costs as stated in FAR 33.102(b)(2); and

(7) such other remedies as HQ, AMC Protest Decision Authority determines necessary to correct a defect.

[End of Provision]

L-16 52.209-4007 PROVISION FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL MAY/2006
(TACOM)

(a) The requirement entitled FIRST ARTICLE APPROVAL in Section E of this solicitation may be waived by the Government, provided that the offeror meets the conditions identified below.

(1) Offerors who intend to request a waiver or partial waiver of the First Article Test must provide sufficient information in order for the Government to determine whether the request is to be approved. If the offeror intends to request a waiver, a First Article Waiver Worksheet must be completed and submitted to the Government along with any supporting documentation. The worksheet can be found at <http://contracting.tacom.army.mil/engr/eng.htm>

The offerors request will not be considered if the worksheet and any supporting documentation is not submitted to the Government. The worksheet must be completed in its entirety. For those sections of the worksheet which do not apply, annotate with N/A (not applicable). To substantiate or clarify information provided by the offeror, the Government may request additional information

(2) Offerors should not assume that the FAT waiver request will be granted even if the completed worksheet and any supporting information is submitted to the Government.

(3) The worksheet and any additional supporting documentation is part of your quote/offer and must be submitted as part of the response to this solicitation on Company letterhead and signed by an agent of the Company.

(4) The offeror may request a waiver for only a portion of the First Article Test, such as a vibration test or a salt water spray test, or the test on a component or subassembly of the procured item.

(5) The offeror shall list specifically on the worksheet, by technical data package reference, that portion of the test requested to be waived. The references shall include but may not be limited to the following as applicable:

(i) Identification of the specification or standard along with the specific specification or standard paragraph(s)

(ii) Identification of the drawing with specific references to the drawing notes.

(iii) Identification of the Quality Assurance Provision (QAP), or Quality Assurance Requirement (QAR) or Supplemental Quality Assurance Provision (SQAP) with specific references to the specific paragraph.

(6) Supporting documentation.

(i) The request for waiver must be accompanied by documentation in support of the request. The documentation may include information such as the following; (1) Copy of the Administrative Contracting Officers (ACOs) or Procuring Contracting Officers (PCO) letter approving a First Article Test report on a recent contract for the same or similar item. (2) Copy of a First Article Test report for the same or a similar item as that herein solicited. (3) Copy of an ACO or PCO letter approving a prior waiver request. (4) If the waiver request is based on similarity, a copy of the drawing/other appropriate technical requirements of the similar item.

(ii) If a copy of a First Article Test report is submitted in support of a request for waiver under this solicitation, the test report must have been approved and signed by an authorized representative of the Government.

(iii) The FAT report and all supporting documentation should be submitted by electronic media and should accompany the offerors proposal. If the FAT report and supporting documentation cannot be transmitted by electronic media, the offeror shall contact the PCO for further instruction.

(b) Note that if a waiver is granted to the successful offeror, an accelerated delivery schedule will apply. See Section F.

(c) Note: Cost considerations shall apply for approving a waiver or a portion thereof of a First Article Test.

[End of Provision]

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L-17 52.211-4047 NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL DEC/2004
(TACOM) (NEGOTIATED)

(a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.

(b) Definitions:

(1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

(2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

(3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(4) "Remanufactured" means factory rebuilt to original specifications.

(5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials

(6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.

(c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:

(1) Offerors of other than new material must provide sufficient information from which a determination of acceptability can be made. Contractors who intend to offer other than new material are to fill out the Other Than New Material Worksheet at: http://contracting.tacom.army.mil/acqinfo/OT_NEW_MATERIAL.htm . Form must be completely filled out and is to accompany your offer.

(e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Provision]

L-18 52.211-4049 PART NUMBERS NOT CURRENTLY APPROVED NOV/1982
(TACOM)

As specified elsewhere in this solicitation, part or all of the contract item to be procured hereunder is restricted to certain approved manufacturer's part numbers as set forth in the Schedule and/or the Technical Data Package. Any firm that produces an item which it believes to be equivalent to one of these approved part numbers is hereby encouraged to have such item tested and approved, so that the item will be eligible to be bought on future acquisitions. Please write to the attention of the buyer at the address indicated on the cover page of this solicitation and request a statement of the procedures by which items can be tested and approved for procurement. Such an enquiry should cite the applicable National Stock Number (NSN), the already approved part number, the part number of the item which the enquirer believes to be identical to our approved item, and a brief statement of the basis on which the new item is believed to be equivalent to our already approved item.

[End of Provision]

L-19 52.211-4051 NOTICE REGARDING SOURCE-CONTROLLED COMPONENTS FEB/1998
(TACOM)

(a) Please see the provision entitled ACQUISITION OF MANUFACTURER'S PART NUMBER: COMPONENTS in this solicitation. At least one component of the item to be purchased under this acquisition is restricted to specified manufacturer's part numbers as set forth in the Technical Data Package. It is the responsibility of each offeror to ensure the availability of sufficient quantities of such source-

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controlled components before making an offer in response to this solicitation. Except as described in paragraph (b) below, offers that propose to substitute alternatives to the source-controlled components, even if the substitute items are represented as equivalent in all respects to the source-controlled components, will not be considered for contract award.

- (b) Required Approval for Alternatives to the Source-Controlled Component:
- (1) By meeting the following conditions, a firm may submit an offer conditioned on acceptance by the Government of alternatives to the source-controlled component(s) listed in the Technical Data Package:
- Prior to receipt of this solicitation, the firm must have received written TACOM approval of a test procedure on its proposed equivalent component.
 - The firm must indicate in its offer the date of the written TACOM approval, and the name and title of the approving official.
 - The firm must certify in its offer that it is in the process of having its item independently tested per the approved test procedure to demonstrate full physical, functional, and mechanical interchangeability of its part with an already-approved part cited in this solicitation, or that it is awaiting final TACOM engineering approval of the summary report furnished at the conclusion of testing; and
 - The firm must have secured final written approval of its part from TACOM engineering by the time of bid opening, (in the case of formally advertised acquisitions), or by the time of contract award, (in the case of negotiated acquisitions).
- (2) Notwithstanding the foregoing, the Procuring Contracting Officer has the right to waive the above conditions in making an award when it is clearly established, in his sole discretion, that written approval of a nonlisted part from TACOM engineering can be obtained without delay in the anticipated date of award.

When either of the foregoing conditions are met, the Government reserves the right to make an award where use of the equivalent item is authorized in lieu of the source-controlled item. Where the foregoing conditions are not met, offeror will not be eligible for award unless he agrees to furnish the source-controlled item(s) from the indicated source(s).

(c) Any firm that manufactures or regularly sells an item which it views as equivalent in all respects to one of our required components, but that has not initiated approved qualification testing in order to demonstrate that its part is totally equivalent to the required component, should see the notice entitled PART NUMBERS NOT CURRENTLY APPROVED, located elsewhere in this Section L.

[End of Provision]

L-20	52.211-4052 (TACOM)	SOURCE NOTES ON DRAWINGS: CONFORMANCE TO MILITARY TECHNICAL DATA REQUIREMENTS	NOV/1982
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Notwithstanding the fact that ordnance drawings furnished with this solicitation may list particular manufacturer part numbers as approved sources, or as being the same as, or equivalent to, the ordnance part described on the drawing, the item to be supplied under this solicitation must conform to all specific technical requirements expressed on such drawing(s). To the extent that there may be any inconsistency between a manufacturer's part number and specific technical requirements expressed on an ordnance drawing which references the manufacturer's part number, the specific technical requirements shall control and take precedence. Offerors shall bear the responsibility of verifying that the approved part as supplied will conform with all such specific technical requirements.

[End of Provision]

L-21	52.215-4003 (TACOM)	HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES (NON-US POSTAL SERVICE MAIL)	DEC/2002
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- (a) Handcarried offers shall be addressed to:
- US Army Tank-automotive and Armaments Command
Acquisition Center
Bid Lobby - Building 231, AMSTA-AQ-AMAD
East 11 Mile Road
Warren, MI. 48397-0001
- (b) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Bid Lobby at the above address.

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(c) The external delivery envelope or wrapper must be marked with the solicitation number and the date and time of the solicitation closing. Each envelope should contain only one offer.

(d) Handcarried offers must be delivered to the TACOM Receiving Dock in Building 249. Directions to TACOM: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and follow security officer directions to the Receiving Dock in Building 249. The driver may need to obtain a visitors badge, and must be a US citizen. The Government will forward the package to the Bid Lobby address in Building 231.

(e) Offerors must ensure that the commercial carrier they use has a tracking system that can provide documentation of the date and time of delivery to the Government. For handcarried offers delivered by other than a commercial carrier, the offeror must ensure that the delivery person obtains a signature from Receiving Dock personnel on a receipt that shows the date and time of delivery to the Government. The delivery person must provide the receipt since Receiving Dock personnel do not have them.

(f) Packages must be delivered to Building 249 between the hours of 8:00 am and 3:00 pm local time.

[End of Provision]

L-22 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information. For further information on security issues, see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Provision]

L-23 52.219-4005 SUBMISSION OF SUBCONTRACTING PLAN FEB/1999
(TACOM)

(a) Please refer to FAR 52.219-9, SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN, which is incorporated by reference in Section I of this solicitation. The clause requires large businesses to submit a subcontracting plan for small and small disadvantaged business concerns. Such plans are not required from offerors that are small businesses.

(b) TACOM will require a copy of such subcontracting plan. Large businesses may submit a copy of their plans (i) as an attachment to their offer in response to this solicitation; or (ii) after the bid opening/proposal closing date, in response to the Government's telephonic request (in which case the copy must be provided within five workdays of the date of the request). The plan will be submitted to the buyer's e-mail address on the face page of the solicitation.

(c) As the offeror, you need to mark each page of your subcontracting plan with the solicitation number and date. If this is a negotiated acquisition, we reserve the right to negotiate any and all elements of the proposed plan during negotiation of cost, technical, and/or managerial features of the proposal. We also reserve the right in negotiated acquisitions to discuss the subcontracting plan after receipt of any best and final offer, in which case such discussion shall not constitute a re-opening of negotiations.

(d) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgment of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. In this connection, offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses (to include Historically Black Colleges and Universities and Minority Institutions) at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as a part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged business concerns and/or Historically Black Colleges and Universities and/or Minority Institutions that, in the aggregate, amounts to less than five percent of the bid or proposal's total subcontracting dollars.

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L-24 52.245-4002 ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL MAR/1996
 (TACOM) TOOLING

(a) It is not the intent of the Government to acquire, or to have acquired for its account, any facilities, special test equipment, or special tooling as those terms are defined below. The Government shall under no circumstances reimburse the offeror for the cost of any new facilities, special test equipment, or special tooling as a separate item. An offeror may, however, amortize the cost of any such facilities, special test equipment, or special tooling it may require in the submitted price of the items. Such facilities, special test equipment or special tooling shall not be subject to Government option rights to take title to the same except as specified in the DEFAULT, TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT, and/or PROGRESS PAYMENT clauses of this contract.

(b) As used in this solicitation/contract, FACILITIES means industrial property (other than material, special tooling, military property, and special test equipment) for production, maintenance, research, development, or test, including real property and rights in it, buildings, structures, improvements, and plant equipment.

(c) As used in this solicitation/contract, SPECIAL TEST EQUIPMENT means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in the performance of the contract. Such testing units comprise electrical, electronic, hydraulic, pneumatic, mechanical, or other items or assemblies of equipment, that are mechanically, electrically, or electronically interconnected so as to become a new functional entity, causing the individual item or items to become interdependent and essential in the performance of special purpose testing in the development or production of particular supplies or services. The term SPECIAL TEST EQUIPMENT does not include: (1) material; (2) special tooling; (3) buildings and nonseverable structures (except foundations and similar improvements necessary for the installation of special test equipment); and (4) plant equipment items used for general plant testing purposes.

(d) As used in this solicitation/contract, SPECIAL TOOLING means all jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, and their replacements, which are of such a specialized nature that, without substantial modification or alteration, their use is limited to the development or production of particular supplies or parts of them, or the performance of particular services. The term includes all components of such items, but does not include: (1) material; (2) special test equipment; or (3) buildings, and nonseverable structures (except foundations and similar improvements necessary for the installation of special tooling), general or special machine tools, or similar capital items.

[End of Provision]

L-25 52.246-4001 OFFEROR'S QUALITY ASSURANCE SYSTEM MAY/2005
 (TACOM)

(a) This solicitation will result in a contract that will require the contractor to use a quality-assurance system to ensure the quality of the contract items.

(b) To allow TACOM to analyze your proposed quality system, especially if that system is not based on a national or international standard, you must identify your system as part of your response to this solicitation. If you do not intend to use ISO 9001:2000 as required elsewhere in this contract, Clause 52.246-4025 (Higher-Level Contract Quality Requirement-TACOM Quality System Requirement)of this solicitation asks you to identify what quality assurance system you will use if awarded a contract.

(1) If the Government is requiring ISO 9001:2000 (tailored: delete paragraph 7.3) where you will be required to supply conforming product to an established design, and your quality system conforms to ISO 9002, MIL-I-45208 or another comparable specification or standard, this is sufficient description: you need not further describe your quality system in response to this solicitation. Identify in Clause 52.246-4025 (Higher-Level Contract Quality Requirement-TACOM Quality System Requirement)of your offer, which standard you intend to use.

(2) If the Government is requiring ISO 9001:2000 (untailored) where your capability to design and supply conforming product needs to be demonstrated, and your quality system conforms to ISO 9001, MIL-Q-9858, or another comparable specification or standard, this is sufficient description: you do not need to further describe your quality system in your response to this solicitation.

Note: If the Government is requiring ISO 9001:2000 (untailored), quality systems conforming to ISO 9002 or MIL-I-45208 or comparable quality systems are not acceptable for this contract.

(3) If your quality system does not conform to any of the standards listed immediately above, then in addition to identifying in Clause 52.246-4025 (Higher-Level Contract Quality Requirement-TACOM Quality System Requirement), the name of the quality system you intend to use, you also must provide a description of your proposed system, in enough detail to let us assess its suitability for use in performing the resulting contract. This is of particular importance if your proposed system is unique, using quality control methods and techniques that your company has developed in-house.

(4) If you provide a description of your quality system, make sure that your description covers how your system:

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- (i) Achieves defect prevention, and
- (ii) Provides process control, and
- (iii) Ensures adequate quality controls throughout all areas of contract performance.

If some of the features of your system are described in other forms (brochures, for example, or articles), you may attach a copy of such items to your response to this solicitation. If your system is described in a textbook or publication that is available from a commercial or academic distributor, include a reference to the publication by author, title, copyright date, and publisher in your system description. You need not physically attach a copy of a textbook to your offer.

- (c) If you already described your quality system as an attachment to another TACOM solicitation within the previous 90 days, you can either send us another copy, or simply identify the number of the previous solicitation.
- (d) If you do not provide us a description of your quality system, or if the description you send does not show all of the required features as stated in paragraph (b) above, your offer may be ineligible for contract award.

[End of Provision]

SECTION L
L.1 PROPOSAL INSTRUCTIONS AND CONTENT

L.1.1 Volume I: The offeror shall submit an electronic version via Email only of their proposal as specified below. All proposal information must be in the English language. The proposal shall include a volume for each factor of the evaluation, and a volume entitled Certification & Representations for the following information:

- a. One copy of SF 33 signed by a person authorized to sign bids, quotations or proposals on behalf of the offeror.
- b. One copy of this solicitation (Sections A-K) with all fill-ins completed.
- c. A list of any exceptions the offeror takes to any term, condition or requirement contained in the solicitation and the basis for each exception. Offerors are cautioned to consult with the contracting officer before submitting an offer that takes exception to any term or condition of this RFP. In that this RFP announces the Government's intent to make an award without Discussions, offers including exceptions to terms, conditions or requirements, at time of RFP closing, may be determined to be ineligible for award.
- d. For other than U.S. Small Business Concerns, a Small and Small Disadvantages Business Subcontracting Plan in accordance with FAR 52.219-9.
- e. List of the warranted parts and assemblies to the Procuring Contracting Officer (PCO).

L.2 Proposal Instructions, Format and Content.

L.2.2 Proposal Format. The proposal shall be submitted in the formats and quantities set forth in this section. The solicitation section Evaluation Factors for Award sets forth evaluation criteria and their relative order of importance to the Government. All proposals shall be in English (American Standard) and shall be in US dollars. Each section of the proposal shall be separable by volume (see below) to facilitate review by the Government. Offers shall be submitted electronically to electronic mailbox offers@tacom.army.mil in the following types and quantities:

Volume Number	Title	Electronic Copies (email only)
	Cover Letter	1
Volume I	SF33/Section K	1
Volume II	Factor 1: Past Performance	1
Volume III	Factor 2: Price	1
Volume IV	Factor 3: Small Business Participation	1

L.2.3 Proposal Instructions. The proposal should be accompanied by an electronic cover letter (letter of transmittal) which shall identify all enclosures being transmitted in the message. Extreme care and attention should be given to ensure that all required items are included in the proposal.

L.2.4 NOTICE REGARDING EMAIL PROPOSALS.

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Name of Offeror or Contractor:

L.2.4.1. Offerors must submit the electronic copies of the offer via electronic mail to offers@tacom.army.mil.

L.2.4.2. Offerors are cautioned that Email is not instantaneous; begin your electronic submission well in advance of the solicitation closing date to ensure that the entire proposal is received in time to be considered for award.

L.2.4.3. Given the information to be submitted by offerors in response to this solicitation, and the inherent limitations of email bandwidth, offerors may be required to submit proposals in multiple Email submissions. Therefore, it is critical that all offerors carefully and completely identify the volumes and any attachments of the proposal so that the Government may quickly and easily distribute the proposal volumes.

L.2.4.4. Offerors shall identify in the email subject line the solicitation number, closing date, context, and the offerors name: example "W56HZV-07-R-XXXX DUE XX-XX-07, Message 1 of 2, XYZ Company".

L.2.4.5. Contingent upon the size of the offerors proposal submission, the proposal may be provided as attachments to a series of emails. The Offerors name, address and contact phone number shall be in the body of the message. In the body of each email message of the proposal the offeror shall also provide an inventory of the attachments provided, and information that accounts for each email in relation to the entire proposal. As an example, this is message 1 of a total of 2 messages comprising the proposal of XYZ Company. Attached to this email are 2 attachments; these attachments comprise the entirety of Past Performance Volume 2. Contractor format is acceptable.

L.2.4.6. Each message attachment shall be appropriately labeled so that it may easily be identified for evaluation.

L.2.4.7. Offerors are requested to the maximum extent practical not to provide attachments from multiple volumes within messages; each message should include attachments from only one volume.

L.2.5 Lateness. The lateness rules for submitted proposals are outlined in FAR 52.215-1 "Instructions to Offerors-Competitive Acquisition," incorporated in to this solicitation.

L.2.6 Electronic Copies. Offerors must submit electronic copies and any supplemental information (such as spreadsheets, backup data, and technical information) using the following:

(i) Files in either Microsoft Office 2000 or Office XP: Word, Excel, or PowerPoint. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.

(ii) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.

(iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within the electronic offer and be accessible offline.

L.2.7 Volume 1. See content instructions for Volume I, Certifications & Representations. Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers:

(a) If any portion of a proposal received by the contracting officer electronically or by facsimile is unreadable; the contracting officer immediately shall notify the Offeror and permit the Offeror to resubmit the unreadable portion of the proposal. The method and time for resubmission shall be prescribed by the contracting officer after consultation with the Offeror, and documented in the file. The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness under 15.208 <http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/15.htm>(a), provided the Offeror complies with the time and format requirements for resubmission prescribed by the contracting officer. Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" as described above above.

(b) Paper Copies. Paper copies of offers will not be accepted.

L.2.8 Proposals shall conform to the requirements of this solicitation; no alternate proposals will be considered in this procurement.

L.3 Volume II Past Performance Factor Volume

Offerors are strongly encouraged to submit the Past Performance volume to Deborah Roth and Denise Mika by email at: *HYPERLINK "mailto:deborah.roth@us.army.mil" deborah.roth@us.army.mil and *HYPERLINK "mailto:denise.mika@us.army.mil" denise.mika@us.army.mil as soon as possible, but no later than the date set for receipt of proposals. The specific input required is described below:

L.3.1 The Offeror is required to provide the following in the Past Performance Volume:

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Name of Offeror or Contractor:

L.3.1.1. For prior contracts which are considered recent and relevant to the Section C Statement of Work, include in the Past Performance Volume the information specified in L.3.1.3 and L.3.1.4(a) through L.3.1.4(m). below.

L.3.1.2. Past Performance Questionnaire. Additionally, for each contract identified under L.3.1.4 below, the offeror shall issue a past performance questionnaire in accordance with the instructions in L.3.1.11. The Offeror shall further see the instructions in L.3.1.11 requesting early submission of certain Past Performance information.

L.3.1.3. Recent/Relevant Contract Information: The Offeror shall identify and submit no more than 7 of the most recent/relevant Contracts for each of the Prime and each (if any) significant subcontractors. Significant subcontract is defined as those whose total price is expected to be greater than a \$1,000,000.00. These contracts may include Federal, State, and local government and commercial contracts. Recent contracts are those with any performance occurring within the three years prior to the date this RFP was issued. Offerors can demonstrate the relevance of their Past Performance by focusing on the following specific efforts and their similarity to the requirements of this solicitation:

- a. *.Development and qualification of onboard computer based electronic hardware for installation in weapon systems. Highly relevant contracts would include development and qualification of PDFCS hardware for the M109A6 howitzer.
- b. Integration of software and hardware for computer based subsystems installed in weapon systems. Highly relevant contracts would include integration of AFCS, FBCB2, and PDI software with PDFCS hardware for the M109A6 howitzer.
- c. Delivery of production computer based electronic hardware, for installation in weapon system, in the approximate monthly quantities and schedule identified in Section B. Highly relevant contracts would include delivery of production PDFCS equipment.
- d. Ability to design, test and integrate, qualify and produce complex Fire Control electronics from Performance Specifications.

L.3.1.4 For each of your recent/relevant past contracts, provide the following information:

- (a) Contract Number
- (b) Contract type
- (c) Award Price/Cost
- (d) Original delivery schedule
- (e) Final, or projected final delivery schedule
- (f) For other than firm fixed price contracts, the estimated or target cost and the actual cost
- (g) Your (or your logistic subcontractor's) CCR, CAGE and DUNS numbers
- (h) Government contracting activity address, telephone number, and e-mail
- (i) Procuring Contracting Officer's (PCO's), name, telephone number and e-mail
- (j) Government contracting activity technical representative, or COR, telephone number and e-mail
- (k) Government contracting activity, and the name, telephone number and e-mail of the Administrative Contracting Officer
- (l) Description of scope of work requirements and a discussion of similarities between the contract scope and the scope of this solicitation
- (m) For the listed contracts, a self-assessment of contract performance. Your self-assessment must address the technical quality of the effort provided; timeliness of performance; cost control; and customer satisfaction. Identify any quality awards or recognition received. Include an explanation for any cost growth, schedule delays or failure to meet technical requirements, and any corrective actions, measures, or procedures taken to avoid such problems in the future.

L.3.1.5. Cancellations and Terminations: Identify any recent contracts, which have been terminated or that are in the process of being terminated, or canceled for any reason, in whole or in part (regardless of whether its requirements were/are similar to this solicitation). Include prime contracts, contracts under which you were a subcontractor and any of your subcontractor's contracts. Provide the information requested in L.3.1.4. above for any of these contracts. If there were no cancellations or terminations, state that.

L.3.1.6. Corporate Entities: If any contract listed above was performed by a corporate entity or division other than the corporate entity or division that would perform work under this RFP, please identify them and indicate to what extent those entities will perform this effort. If they have relocated or changed ownership since performance of the listed efforts, please describe any changes in terms of personnel, facilities, or equipment, from those expected to perform this effort. The Offeror shall also provide the above requested information for any proposed logistic subcontractor who will perform a significant portion of the effort. Offerors must also describe in detail the work each subcontractor will perform. Offerors shall include in their proposal the written consent of their proposed significant subcontractors to allow the Government to discuss the subcontractor's past performance during negotiations.

L.3.1.7. Key Personnel: If you have limited or no recent or relevant past performance, but have key personnel who will be playing a significant role in this effort who do have relevant experience, we may consider this experience in our evaluation of performance risk. In order for us to consider such experience, please identify these personnel and describe their relevant roles and responsibilities for their previous employer, and their roles and responsibilities as planned for the current requirement. Also, provide similar information to that identified above in L.3.1.4, for those contracts that these key personnel were involved in with those previous employers.

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L.3.1.8. Predecessor Companies: If you, or your subcontractor, only has relevant and recent performance history as a part of a predecessor company, we may consider that past performance in our evaluation of performance risk. Please provide the information for those recent, relevant contracts of that predecessor company. Offerors must also document the history of the evolution from the predecessor company.

L.3.1.9. Contacting References: Offerors are advised that the Government may contact any of the references that the Offeror provides and third parties for performance information, and that the Government reserves the right to use any information received as part of its evaluation. Offerors shall include in their proposal the written consent of their proposed subcontractors to allow the Government to discuss the subcontractor's past performance during negotiations.

L.3.1.10. Thorough and Complete Information: The Government does not assume the duty to search for data to cure problems we find in proposals. The burden of providing thorough and complete past performance information remains with you. We may assign a "higher risk" rating to your proposal, or reject your proposal if we do not receive the information requested.

L.3.1.11. Questionnaires: A past performance questionnaire is provided at Attachment 1. For the contracts described in L.3.1.4, the Offeror shall send a copy of the past performance questionnaire directly to the federal, state or local government agency and commercial contracts which had past performance working with them on similar/relevant requirements. Immediately upon receipt of the solicitation and based on identification of your most recent and relevant customers, the Offeror shall send the questionnaire to the appropriate Contracting Officer's Representative (COR) and Procuring Contracting Officer (PCO), or other appropriate technical and contracting individuals. The Offeror shall request that these individuals complete the questionnaire and forward it electronically directly to the Government at Deborah.roth@us.army.mil no later than five days before the solicitation closing date (See Block #8 of the SF 1449 cover page to this solicitation). In addition, the Offeror is requested to prepare and submit to the Contract Specialist within twenty days of posting of the RFP, a list of the references to which the past performance questionnaire was sent. The reference list must be sent to the Contract Specialist via email at Deborah.roth@us.army.mil and shall contain the following information prepared in the following format:

- (1) Contract Number / Delivery Order
- (2) Contract / Delivery Order Type
- (3) Program Title
- (4) P / S (Enter "P" if performed as a prime contractor or "S" if performed as a subcontractor)
- (5) Customer point-of-contact with telephone number and e-mail address
- (6) Date questionnaire was sent to the customer

L.4 Volume 3 Price Factor Volume

L.4.1.1 Attachment 2 contains an Excel Worksheet that the Offeror shall fill in for each item and each ordering period for all of the items in this solicitation. Prices shall be firm fixed price for each ordering period. The Offeror's name, solicitation number, and date of the submission shall appear on the page of the table. All prices shall be stated in U.S. dollars only. All prices shall include all costs to perform the contract including any applicable taxes, duties, fees. Failure to provide any of the information required by Attachment 2 may render your proposal ineligible for award.

L.4.1.2 The Price Volume shall contain any exceptions to terms and conditions. However, exceptions to the terms and conditions of this solicitation may make the proposal unacceptable and ineligible for award. Each Offeror shall fill out Attachment 2 in the Excel format. You may also send it in as a .pdf document as an extra copy to verify your prices.

L.5 Volume 4 - SMALL BUSINESS PARTICIPATION FACTOR

(There are no Sub-Factors or Elements under the Small Business Participation Factor). This provision applies to every offeror (U.S. and non-U.S.), regardless of size status or location of its manufacturing facility or headquarters. For proposal preparation and evaluation purposes, assume the Government will issue delivery orders for the estimated quantity of MMPVs in each Contract Year.

L.5.1 All offerors, including offerors who are themselves U.S. small business concerns based on the NAICS code assigned to this requirement, are to identify the extent to which U.S. small business concerns would be utilized as first-tier subcontractors in the performance of the proposed contract. U.S. small business concerns are defined 1) in FAR 19.001 and 2) by the criteria and size standards in FAR 19.102 for the applicable NAICS code. U.S. Small Business concerns include small businesses (SBs), small disadvantaged businesses (SDBs), HUBZone small businesses (HUBZone SBs), woman-owned small businesses (WOSBs), veteran-owned small businesses (VOSBs), service-disabled veteran-owned small businesses (SDVOSBs) and historically black colleges/universities and minority institutions (HBCU/MIs).

L.5.2 If the prime offeror (to include any U.S. small business concerns who are proposing as part of a joint venture or teaming arrangement) is itself a U.S. small business concern, the offerors own participation, as a SB, SDB, WOSB, VOSB, SDVOSB, HUBZone SB, and/or HBCU/MI will also be considered small business participation for the purpose of this evaluation. In this event, the extent the prime offeror participation as a U.S. small business concern shall be detailed, as described below, in the same manner as subcontracts to first tier U.S. small business concerns.

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Name of Offeror or Contractor:

L.5.3 Regarding small business concern participation, offerors shall address anticipated subcontracting based on the offeror receiving a five-year IDIQ contract in the estimated/total quantities specified in Section L, Price Factor. The required information shall be identified in a table format substantially in accordance with the following example:

Base Year	Business Category	Dollar Amount (all Sub-KS	Percentage of SB Participation	Total Sub-K
	LB + SB	\$43M	100%	
	SB	\$10M	23.3%	(\$10M of \$43M)
	SDB	\$2.15M	5.0%	(\$2.15M of \$43M)
	WOSB	\$2.36M	5.5%	(\$2.36M OF \$43M)
	VOSB	\$0.3M	0.7%	(\$0.3M OF \$43M)
	SDVOSB	\$0.1M	0.2%	(\$0.1M OF \$43M)
	HUBZone	\$1.0M	2.3%	(\$1.0M OF \$43M)
	HBCU/MI	\$0.15M	0.4%	(\$0.15M OF \$43M)

*Includes 1st tier subcontractors only; Interdivisional transfers are considered subcontracts; includes prime offeror participation if the prime is a U.S. small business concern.

L.5.4 All offerors, regardless of size, are to provide (individually for each base year, the names of small business concerns (including the prime offeror if a small business concern) who would participate in the proposed contract; the small business classification of each small business concern (i.e. SB, SDB, WOSB, VOSB, SDVOSB, HUBZone SB, and /or HBCU/MI); a short description of the specific services to be provided or components to be produced by each small business concern; and the estimated total dollars for each product or service. This data shall be provided in a table format substantially a follows:

Base Year	Name of Small Business Concern	Small Business Classifications	Description of Service Product	Total
	ABC Co.	SB	Wire	\$0.50M
	ABC Co.	SB	Plating	\$0.75M
	EFG Inc. (Prime Offeror)	SB, WOSB, VOSB	Circuit Cards	\$1.20M

L.5.5 As defined below, offerors shall also provide the following:

L.5.5.1 Offerors who ARE either (1) a U.S. large business, as defined by the North American Industry Classification System code applicable to this solicitation, or (2) a firm who has previously performed a contract containing FAR 52.219-9, are to provide a description of their performance in complying with the requirements of FAR 52.219-9, including documentation of their accomplishment of the goals established under Subcontracting Plans of prior contracts. This data shall include contracts performed over the last three [3] calendar years. Firms that have never held a contract incorporating FAR 52.219-9, shall so state.

L.5.5.2 All offerors who ARE NOT either (1) a U.S. large business, as defined by the North American Industry Classification System code applicable to this solicitation, or (2) a firm who has previously performed a contract containing FAR 52.219-8, shall substantiate their proposed approach to meeting the requirement of FAR 52.219-8. Substantiation may include providing (1) a description of the offerors performance, over the past three [3] calendar years, in complying with the requirements of FAR 52.219-8 (Note: if the offeror has not performed a contract, over the past three [3] years, which included FAR 52.219-8, the offeror shall so state); (2) a description and available documentation of any methods or techniques used to promote small business participation; (3) any listings of U.S. small business concerns who are subcontracting candidates; (4) internal procedures used to monitor small business participation during contract performance; and/or (5) any other information substantiating that the offeror will satisfy the requirements of FAR 52.219-8.

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Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.209-4006, ALT IV (TACOM)	EVALUATION FACTORS FOR FIRST ARTICLE TEST REQUIREMENT (REQUIREMENTS CONTRACT/INDEFINITE QUANTITY CONTRACT)	DEC/1999

(a) If the offeror submits a request for waiver of First Article Approval but fails to comply with the requirements of the provision entitled PROVISION FOR WAIVER, the requested waiver may not be granted. If the waiver is not granted, more favorable alternative offers of price or delivery, conditioned upon the granting of a waiver, will not be considered in the evaluation process

(b) DELIVERY:

(1) As specified in this solicitation, the Government reserves the right to waive the requirement entitled FIRST ARTICLE APPROVAL. In the event of a waiver, the Government will compute a delivery schedule for the first delivery order issued hereunder by excluding all lead times that would be included if first article approval were required. However, in no event shall such accelerated delivery schedule for the first delivery order be considered as an evaluation factor for award, even if such schedule would be more advantageous to the Government. (Note that delivery orders subsequent to the first order shall have delivery schedules as specified in individual orders, or as specified in Section B or F herein, regardless of whether First Article Approval applied initially. Note further that, absent a waiver, the Government expects to require First Article Approval only once during the course of this contract--in conjunction with the first delivery order to be issued hereunder. However, the Government reserves the right to require additional first article testing if the Contractor (i) changes or moves the production facility at which the contract item is manufactured, or (ii) submits a significant configuration change in the form of an Engineering Change Proposal (ECP/VECP) or a Request for Deviation or Request for Waiver (RFD/RFW), during or after performance on the first delivery order.)

(2) If an offeror requests waiver of First Article Approval but takes exception to the resulting delivery schedule for the first delivery order as described above, the requested waiver will not be granted. In consequence, any award to that offeror shall include all First Article Approval requirements, and the delivery schedule for the first delivery order shall include the appropriate first article lead times.

(c) PRICE EVALUATION FACTORS:

(1) As specified in this solicitation, the Government reserves the right to waive the requirement entitled FIRST ARTICLE APPROVAL, and subtract the price of the proposed First Article Test (at Section B, Item 6001AA, 6002AA, 6003AA, 6004AA, 6005AA and 6006AA) from the proposal of offerors who elect to seek such a waiver. In the event that the offeror requests and receives a waiver of First Article Approval requirements, the price for such testing, as identified by the offeror in Section B, Item 6001AA, 6002AA, 6003AA, 6004AA, 6005AA and 6006AA, shall be deducted from the total price otherwise cited for the materiel herein solicited. The offer will then be evaluated for award at the resulting alternate price.

(2) If the offeror requests a waiver of First Article Approval requirements, but fails to separately identify the cost of First Article Testing in Section B, Item of this solicitation, the Government reserves the right to evaluate the offer based upon the price for 1001AA, 1002AA, 1003AA, 1004AA, 1005AA and 1006AA, and to require that offeror perform on the contract at such price whether or not the First Article requirement is waived, at no additional cost to the Government.

(3) If the offeror requests but is not granted a waiver of First Article Approval, evaluation for award will be based upon the full amount entered for : 1001AA, 1002AA, 1003AA, 1004AA, 1005AA and 1006AA the amount entered for item 6001AA, 6002AA, 6003AA, 6004AA, and 6005AA will not be deducted by the Government.

[End of Provision]

M-2	52.209-4011 (TACOM)	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	JAN/2001
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- (a) We'll award a contract to the offeror that:
- (1) submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified elsewhere in this solicitation, and
 - (2) submits a bid or proposal that meets all the material requirements of this solicitation, and
 - (3) meets all the responsibility criteria at FAR 9.104.
- (b) To make sure that you meet the responsibility criteria at FAR 9.104 we may:

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Name of Offeror or Contractor:

(1) arrange a visit to your plant and perform a preaward survey;

(2) ask you to provide financial, technical, production, or managerial background information.

(c) If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you nonresponsible.

(d) If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your bid or proposal available for our team to review.

[End of Provision]

M-3 52.216-4006 METHOD OF PRICE EVALUATION
(TACOM)

OCT/2001

(a) The unit price for each year will be multiplied by the estimated annual requirement for the corresponding year, and the results for each year added together to produce the evaluated price for the total maximum quantity. Based on this method of evaluation, award will be made to the responsible offeror whose offer represents the lowest evaluated price, or, if applicable, represents the Best Value to the Government as outlined elsewhere in this solicitation.

(b) If this solicitation contains quantities to be shipped FOB Origin, transportation cost will be evaluated as specified in the EVALUATION OF TRANSPORTATION COSTS provision elsewhere in this Section, and award will be made to the responsible offeror whose offer represents the lowest evaluated price including transportation costs, or, if applicable, represents the Best Value to the Government as outlined elsewhere in this solicitation.

[End of Provision]

SECTION M EVALUATION FOR AWARD

M.1 Basis of Award.

M.1.1 As a result of this solicitation, the Government anticipates awarding one contract to the source whose proposal is most advantageous and realistic considering the evaluation criteria described below. However, the Government reserves the right to make no award as a result of this solicitation if, upon evaluation, none of the proposals are deemed to meet the Governments requirements at an acceptable level of risk or price. The evaluation of proposals submitted in response to this solicitation will be conducted on a source selection basis utilizing a "tradeoff" process to obtain the best value to the Government.

M.1.2 The Government will weigh the evaluated proposal (other than the Price Factor) against the evaluated price to the Government. The evaluation Factors to select the most advantageous proposal are Past Performance, Price and Small Business Participation. As part of the best value determination, the relative strengths, weaknesses and risks of each Offeror's proposals shall be considered in selecting the offer that is most advantageous and represents the best overall value to the Government.

M.1.3 Offerors must be determined to be Responsible in accordance with FAR 9.103 in order to be eligible for award. Details for the Determination of Responsibility and Trade-offs are set forth below.

M.2 Rejection of Offers. The Government may reject any proposal which:

a. Merely offers to perform work according to the RFP terms or fails to present more than a statement indicating its capability to comply with the RFP terms without support and elaboration, as specified in the solicitation; or

b. Reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform RFP requirements due to submission of a proposal that is unrealistically high or low in price and/or unrealistic in terms of technical or schedule commitments; or

c. Contains any unexplained, significant inconsistency between the proposed effort and the proposed price, which implies the Offeror has (1) inherent misunderstanding of the scope of work, or (2) an inability to perform the resultant contract; or

d. An offer that is unbalanced, as to prices. An unbalanced offer is one, which is based on prices significantly high or low for one given ordering period versus another ordering period; or

e. Fails to meaningfully respond to the Proposal Preparation Instructions specified in the solicitation.

f. Offers a product or services that do not meet all stated material requirements of the solicitation.

g. is unaffordable

M.3 Evaluation and Source Selection Process

M.3.1 Evaluation Process. Selection of the successful offeror(s) shall be made following an assessment of each proposal, based on the response to the information called for in Section L of this RFP and against the solicitation requirements and the evaluation criteria described in Section M herein. Proposals will be evaluated as specified herein, to include developing narrative support for the

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evaluation conclusions under each Factor. The Government reserves the right to reject offers, in accordance with solicitation provision Rejection of Offers above.

M.3.1.1 Source Selection Authority. The Source Selection Authority (SSA) is the official designated to direct the source selection process and select the Offeror for contract award.

M.3.1.2 Source Selection Evaluation Board (SSEB). An SSEB has been established by the Government to evaluate proposals in response to this solicitation. The SSEB is comprised of technically qualified individuals who have been selected to conduct this evaluation in accordance with the evaluation criteria listed for this solicitation. Careful, full and impartial consideration will be given to all proposals received pursuant to this solicitation.

M.3.1.3 Award Without Discussions. This RFP includes FAR Provision 52.215-1 Instructions to Offerors Competitive Acquisition in Section L which advises offerors that the Government intends to make award without conducting discussions. Where award will be made without discussions, exchanges with offerors are limited to Clarifications as defined in FAR 15.306(a). Therefore, the offerors initial proposal should contain the offerors best terms from a pricing standpoint. However, under FAR 52.215-1, the Government reserves the right to hold discussions, if necessary.

M.3.2 Importance of Price. Award will be made to the responsible Offeror whose proposal represents the best value to the Government. This may not be the Offeror with the lowest price. However, the closer the Offerors evaluations are in those Factors other than Price, the more important Price becomes in the decision. Notwithstanding the relative order of importance of the evaluation Factors stated herein, Price may be controlling when:

- (a) proposals are otherwise considered approximately equal in Past Performance
- (b) an otherwise superior proposal is unaffordable; or
- (c) the advantages of a higher rated, higher priced proposal are not considered to be worth the price premium.

M.3.3 Affordability. Price can also play a role in the Governments evaluation of the affordability of an Offerors proposal. An Offeror may not receive an award if its proposal is unaffordable.

M.3.4 Risk Assessment. The Government will assess the risks (proposal risk and performance risk) of the Offerors proposal. It is important to distinguish the difference between proposal risk and performance risk.

M.3.4.1 Proposal Risks. Proposal Risks are those risks associated with an Offerors proposed approach in meeting the Governments requirements. Proposal Risk is assessed by the SSEB and is integrated into the assessment of the Price and Small Business Participation Factors.

M.3.4.2 Performance Risks. Performance Risks are those risks associated with the probability that an Offeror will successfully perform the solicitation requirements as indicated by that Offerors record of past performance.

M.3.5 Determination of Responsibility. Per FAR 9.103, contracts will be placed with only Contractors that the Contracting Officer determines to be responsible, that is, those who satisfactorily perform the necessary tasks and delivery of the required items on time. Prospective Offerors, in order to qualify as sources for this acquisition, must be able to demonstrate that they meet standards of responsibility set forth in FAR 9.104-1 and FAR 9.104-3(b). In addition, the Government may assess the Offerors financial and management capabilities to meet the solicitation requirements. Accordingly, the Government reserves the right to reject an Offeror who cannot satisfy the Governments requirements as se forth in this RFP. The Government reserves the right to conduct a Pre-Award Survey on any or all Offerors (or their significant subcontractors, defined as any subcontract dollar value in excess of \$5,000,000 per year or if the subcontracted work is critical to the whole) to aid the PCO in the evaluation of each Offerors proposal and ensure that a selected Contractor is responsible. No award can be made to an Offeror who has been determined to be not responsible by the Contracting Officer. To make sure that you meet the responsibility criteria at FAR 9.104, we may:

- (1) arrange a visit to your plant and perform a necessary Pre-Award Survey, or
- (2) ask you to provide financial, technical, production, or managerial background information. If you dont provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you non-responsible. If we visit your facility, please make sure that you have current data relevant to your proposal available for our team to review.

M.3.6 Evaluation Criteria

a. Evaluation Factors: The three (3) Evaluation Factors are:

- (1) Past Performance
- (2) Price

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(3) Small Business Participation

b. The Past Performance Factor is most important and is slightly more important than the Price Factor and Price is more important than Small Business Participation. There are no Sub-Factors under any Factor.

The evaluation of proposals in response to this solicitation will be performed as follows:

M.3.6.1 Past Performance Factor.

a. The assessment of Past Performance will be based on the offerors and significant subcontractors' current and past record of relevant contract performance, of contracts performed within approximately the last 3 years, as it relates to the probability that the offeror will successfully accomplish the required effort. When addressing performance risk, the Government will focus its inquiry on the offerors and major subcontractors' record of performance as related to (1) Customer Satisfaction, (2) Delivery Compliance, (3) Technical Compliance, (4) Subcontract/Vendor Management and (5) Program Management.

b. Significant achievements, problems, or lack of relevant data in any element of the work can become an important consideration in the source selection process. The existence of negative prior performance findings may result in a rating that reflects elevated performance risk. Offerors without a record of relevant Past Performance upon which to base a meaningful performance risk prediction will be rated as "Unknown Risk", which is neither favorable nor unfavorable.

c. In evaluating each offerors performance history, the Government will look at the offerors delivery performance, and that of any significant subcontractors, against the contracts original delivery schedule unless the delay was Government caused. Schedule extensions that were the fault of the offeror, or a proposed Subcontractors fault, even if consideration was provided, will be counted against the offeror. The Government will also evaluate general trends in past performance, including demonstrated corrective actions.

d. Additionally, the offeror may be evaluated based on other internal Government or private source information. While the Government may elect to consider data obtained from external sources other than the proposal, the burden on providing thorough and complete past performance information rests with the offeror.

e. A significant achievement, problem or lack of relevant data in any element of the work can become an important consideration in the source selection process. A negative finding under any element may result in an overall high-risk rating.

M.3.6.2 Price Factor

This Factor will consider the total evaluated price to the Government. The assessment of total evaluated price will consider reasonableness and affordability. The total evaluated price will be the sum of the prices for items identified in Attachment 2 for all ordering periods.

M.3.6.3 Small Business Participation Factor

a. The Government will evaluate the extent of small business concern participation in terms of the percentage of total subcontracted dollars which the offeror credibly proposes to subcontract to U.S. small business concerns (SB, SDB, WOSB, VOSB, HUBZone SBs and/or HBCU/Mis) in the performance of the contract. For the purpose of this evaluation, the extent of prime offeror (or joint venture partner/teaming arrangement) participation in proposed contract performance, where the offeror is a U.S. small business concern, for the NAICS code applicable to this solicitation, will also be considered small business participation.

b. The extent to which the proposal identifies participation of U.S. small business concerns (to include, as described above, the participation of the offeror if it is a U.S. small business concern). The extent of participation of such concerns shall be evaluated in terms of the percentage of the total subcontract amount (to include, as described above, the extent of participation of the offeror if it is a U.S. small business concern):

c. The complexity of the items/services to be furnished by U.S. small business concerns;
d. An assessment of the probability that the offeror will satisfy the requirements of FAR 52.219-8/9 (as applicable to the offeror) and achieve the levels of Small Business Participation identified in the proposal. This assessment will be based upon both (a) a proposal risk assessment of the offeror proposed Small Business Participation approach, and (b) a performance risk assessment of prior achievements (past performance) in satisfying commitments and requirements under FAR 52.219-8/9; and

e. Offerors are advised that they will be evaluated, under the Small Business Participation Area, based upon the risk, and extent, of the offeror credibly achieving the Governments goals for U.S. small business concern participation. Goals include (1) U.S. small business concern participation of 23% or more, (2) U.S. small disadvantaged business concern participation of 5% or more; and (3) U.S. small business concern participation by furnishing items/services of extreme complexity.

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